

No. 12568

United States
Court of Appeals
for the Ninth Circuit.

NATIONAL LABOR RELATIONS BOARD,
Petitioner,
vs.

WARNER BROS. PICTURES, INC., CO-
LUMBIA PICTURES CORPORATION and
LOEW'S INCORPORATED,
Respondent.

Transcript of Record
In Two Volumes
Volume II
(Pages 423 to 800)

Petition for Enforcement of Order of the
National Labor Relations Board

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J. HAROLD ROGERS

a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Rissman:

Q. Will you state your name, please?

A. J. Harold Rogers.

Q. Where do you live, Mr. Rogers?

A. 2638 Bedford Street, Los Angeles.

Q. Were you employed by Warner Bros. Studio?

A. I was.

Q. When did you work there?

A. I worked there from November of 1921 until March of—when the strike was, when was that, March 12th?

Q. March 12, 1945? A. That is right.

Q. What kind of work were you doing at the time of the strike in 1945?

A. I was a prop maker.

Q. Under whom did you work? [617]

A. Under Gibbons who was the head of the department.

Q. How long had you been a prop maker at that studio? A. About three years.

Q. Prior to that, what kind of work were you doing there?

A. Well, I, for a good number of years I was assistant to Geib, who was head of the technical department, and I did carpenter work.

(Testimony of J. Harold Rogers.)

Q. What is Geib's position?

A. He was technical director, in other words, superintendent of all construction.

Q. Can you spell his name for the reporter?

A. Louis G-e-i-b.

Q. Were you a member of any labor organization at the time of the strike in 1945?

A. I was.

Q. Which one? A. I.A.T.S.E.

Q. Which local? A. Local 44.

Q. How long were you a member of Local 44?

A. Well, I believe from the time that Local 44 started, from the time it was made from 37 over to 44.

Q. And how long had you been a member of any local of the I.A.T.S.E.?

A. I was a member of the Local 33 back in 1919, from 1919 until 1921, when the jurisdiction was taken away from the I.A.T.S.E.

Q. After 1921 were you a member of any union?

A. From 1921 until about—until the time that I went into the I.A.T.S.E. I was not, no, sir.

Q. When did you go into the I.A.T.S.E.?

A. I believe it was in 1937. It was when the studios declared a closed shop.

Q. What kind of work were you doing at Warner Bros. immediately before the strike in March, 1945?

A. I believe that I was working on a piano. I won't say for sure whether it was that particular day of the strike, but I had been working on the same piano that Gus or Jesse—

(Testimony of J. Harold Rogers.)

Trial Examiner Riemer: Sapp?

The Witness: That Jesse Sapp was working on.

Q. (By Mr. Rissman): Did you work on the first two days of the strike, March 12th and 13th?

A. No, sir, I did not.

Q. Did you go to work on March 14, 1945?

A. That is right.

Q. How long did you continue working after that?

A. I think for about four or five days, if I remember right.

Q. Did you receive a blue slip at the time of your discharge? A. I did.

Q. Do you have it with you? [619]

A. Yes, I have.

Q. Will you please refer to it? What does the blue slip state opposite the printed word "Classification"? A. Prop maker.

Q. And what is stated as your rate of pay?

A. \$1.71.

Q. Is that blue slip dated? A. 3rd, 19-'45.

Q. What is typewritten after the printed word "Remarks"?

A. Refused to do carpenter work.

Q. Is that slip signed?

A. By F. L. Fuhrmann.

Q. F. L. or F. C.?

A. Well, it could be F. C. I believe that is right, F. C. [620]

* * *

(Testimony of J. Harold Rogers.)

Q. Were you asked to do carpenter work?

A. Personally, yes, sir, I was told I either had to do carpenter work or else.

Q. By whom were you told that and when?

A. I believe Brewer was out there the morning of—I don't just exactly remember the dates. Is that necessary? It happened I would say about four or five days after I went back to work after the strike, the strike was declared.

Q. Was it the day on which you received the blue slip?

A. I think it might have been that morning or the morning before. I believe it was early that morning, if I remember right.

Q. The calendar indicates that March 19, 1945 was on a Monday. Does that refresh your recollection as to when it was? [621]

A. I would say that it was Monday.

Q. You heard Mr. Brewer make a speech or talk to the employees? A. That is right.

Q. Where was that?

A. That was in the carpenter shop.

Q. Did you hear Mr. Fuhrmann address the employees that day?

A. I did. That was later, I believe, later, early in the afternoon, and he came in and told us that we would have to do carpenter work, and right while he was there the boys talked it over and decided whether they would or whether they would not, and they refused to do so.

(Testimony of J. Harold Rogers.)

Q. Did you refuse with them?

A. I did. We were all in a body.

Q. Did you do carpenter work?

A. No, sir.

Q. Why didn't you?

Mr. Luddy: Now, to that I object upon the ground that it is immaterial to any issue in the case, for the reason that this man had a legal right to refuse to do carpenter work and by so refusing still preserved such legal right. His reason for refusing would be immaterial to any issue, and no matter what his reasons might be, they would neither add to nor detract from the legal right which he had.

Trial Examiner Riemer: What do you think of that position, Mr. Rissman?

Mr. Rissman: Well, I agree with Mr. Mitchell as to his legal right.

Trial Examiner Riemer: Mr. Luddy.

Mr. Rissman: As to his legal right to refuse to do carpentry, but I don't think that is any reason for or any basis for an objection to his stating what the reason was.

Mr. Luddy: My objection is that it is immaterial. If it is material, let's have the testimony and let us cross-examine on it.

Mr. Rissman: There has been no limitation on cross-examination on that subject.

Trial Examiner Riemer: There is a vital disagreement here, and I think there will be if I continue my rulings. The objection is overruled. Why

(Testimony of J. Harold Rogers.)

did you refuse to do carpentry work, is the question.

The Witness: Well, the carpenters were all out on strike. I was working in the prop shop, in a different department entirely, and I would have been, I considered that it would have been scabbing to go in the carpenter shop and do the work.

Mr. Luddy: I now move——

The Witness: In the first place, it was very much against my principles to even walk across the picket line, and at the time I did go back to work I went in and signed a protest before I crossed that picket line. [624]

* * *

Q. Did you ever work at Warner Bros. at any time after March 19, 1945? A. I did.

Q. When was that?

A. Early—the early part of this year; I would say it was early in March.

Q. 1946?

A. That is right. I was called, the I.A. called me on numerous occasions to report for work, but it was always at a different studio, except Warner Bros., and I didn't take the calls. Finally they called me up and asked me when I was going [627] to work.

I said, "When I get a call back to Warner Bros. Studio I will report for work."

They called me back within a half hour and told me to report immediately. I told them that was on too short notice, it would be impossible for me to get out there immediately. They called me back

(Testimony of J. Harold Rogers.)

in about a half hour and told me to report at 7:30 the next morning, or 7:00 o'clock the next morning, which I did. [628]

* * *

Q. (By Mr. Rissman): How long did you continue to work there? A. Three days.

Q. And what happened at the end of three days?

A. At the end of three days I went to Fuhrmann and asked him for a leave of absence, which he granted me. [629]

* * *

Q. Did you try to go back to work on October 31, 1945?

Mr. Mitchell: What is that question?

Trial Examiner Riemer: Read it.

(The question was read.)

The Witness: October 31?

Mr. Rissman: Yes.

The Witness: 1945?

Mr. Rissman: Yes, that is the date——

The Witness: That is the date the strike ended?

Mr. Rissman: Yes.

The Witness: I did; yes, sir.

Q. (By Mr. Rissman): What did you do?

A. We were out there, and the carpenters were all passed [632] through the line. In other words, they had to go by the window where Mr. Fuhrmann was, and he checked off the names as they went in. We waited until the carpenters had all gone through, and then we went up to the window, and

(Testimony of J. Harold Rogers.)

Fuhrmann told us that up to the present time our case was not settled, and we could not go to work.

Q. When you say "We waited," and "we went up to the window," to whom do you refer?

A. Well, there was about 15 of us prop makers.

Q. Do you want to go back to your former job at Warner Bros.?

A. Not any more, sir; no, sir.

Q. Up until what time were you able and willing to go back there?

A. I was willing to go back there up until the time after I went back early in March and saw the conditions that were existing out there.

Q. Are you still a member of Local 44?

A. I am, sir.

Q. And did you remain a member in good standing at all times from the time you first became a member?

A. I have, sir.

Mr. Rissman: That is all.

Trial Examiner Riemer: Mr. Mitchell?

Cross-Examination

By Mr. Mitchell: [633]

* * *

Q. Were you present in the mill on March 19th?

A. Yes, sir.

Q. When Mr. Brewer addressed a group of prop makers?

A. Yes, sir.

Q. What did Mr. Brewer say with respect to the desire of the I.A. to have men cross jurisdictional lines, or to do work required by the studios?

(Testimony of J. Harold Rogers.)

A. He told us it would absolutely be necessary for us to do the work in any line of work that we were called upon to do, in order to keep the studios open; if we did not do so, we would lose our cards.

Trial Examiner Riemer: What is the end of that answer?

(The answer was read.)

Q. (By Mr. Mitchell): You say lose your card, do you mean lose your membership card in the I.A.T.S.E.? A. Yes, sir; that is right.

Q. Were you present at a meeting on March 19th, 1945, addressed by Mr. Fuhrmann?

A. Give me that date again.

Q. The same date, March 19th.

A. I was, sir, twice, two different times. I talked to him, I was present at a meeting in the prop shop, and we were dismissed at 3:30 that afternoon and was called back again [634] at 5:00 o'clock to the carpenter shop, where there was another meeting held, and at the time—it was a long, drawn out affair now, if you want me to go into it.

Q. No, I haven't asked you that.

A. All right.

Q. I just asked you if you were at those meetings. A. Yes.

Q. You were at two meetings addressed by Mr. Fuhrmann? A. Yes, sir; I was.

Q. At the first meeting addressed by Mr. Fuhrmann did he tell you, or say that the prop makers

(Testimony of J. Harold Rogers.)

would have to go into the carpenter shop and do carpenter work?

A. He said it looked very much as though we would have to.

Q. And did you, among others, decline to do that work? A. I did, sir. [635]

* * *

Q. Now, you say on February 14th you asked Mr. Fuhrmann for a leave of absence?

A. That is right, sir.

Q. Did you ask him for any specific time?

A. No, sir.

Q. For a leave of absence?

A. No, I did not.

Q. You just said indefinitely?

A. I just asked him if I could take off on a leave of absence for a while.

Q. And you haven't been back since? [638]

A. That is right, sir. [639]

* * *

IRWIN P. HENTSCHEL

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Rissman:

Q. Will you state your name, please?

A. Irwin P. Hentschel.

(Testimony of Irwin P. Hentschel.)

Q. Mr. Hentschel, were you ever employed by Columbia? A. Yes.

Q. That is Columbia Pictures Corporation?

A. I believe that is the correct term.

Q. And when were you employed there?

A. To the best recollection that I have, I first went to [655] Columbia approximately sometime in 1937.

Q. How long did you continue to work there?

A. Well, there were times when there wasn't work, and during the years of 1937 and 1938, but that is where I made my most of my income, during 1937 and 1938, but since 1939 or thereabouts, in there, I would be continuously employed without any interruptions.

Q. From about 1939 until when were you continuously employed? When was the last time you worked there? A. March 19, 1945.

Q. What was your job at Columbia?

A. I was a prop maker.

Q. Were you a prop maker all the time that you worked there? A. Yes.

Q. Who was your boss?

A. My immediate superior at the time previous to my being terminated was Mr. Gasper.

Q. Was he the foreman?

A. He was the foreman.

Q. And did you have any other superiors at that time?

A. His superior was David Vail, who was in

(Testimony of Irwin P. Hentschel.)

essence the superintendent of the props and special effects department.

Q. Were Vail and Gasper your superiors all the time that you worked there? A. No. [656]

Q. For how long were they your superiors, how long before March 19, 1945?

A. Well, for the greater majority of the time Vail was my superintendent, but there were occasions when John Bendowski was my foreman, and as we work in the picture studios, we go from one shift to another in case of certian work that has to be performed required certain services, sometimes we go from one shift to another.

Q. Was your work in the prop shop or in the prop making department?

A. My work was in the prop shop.

Q. Will you describe in a little detail what your work consisted of in the prop shop?

A. I had sort of a peculiar job, inasmuch as it had to do with small work, as a usual rule. By small work I mean tedious work, had to do with jewelry, it had to do with miniature airplane motors, and various electrical devices I used in miniatures, it had to do with running a lathe and drill press, it had to do with rubber, and I would say that I had very little to do with wood.

Q. During the year preceding your discharge on March 19, 1945, did you work steadily?

Mr. Mitchell: I object upon the ground there is no evidence that Mr. Hentschel was ever discharged.

(Testimony of Irwin P. Hentschel.)

Mr. Rissman: I will change the question. [657]

Q. (By Mr. Rissman): Prior to March 19, 1945, did you work steadily in the year preceding that date?

A. The year preceding that date, according to a bulletin that was posted on the board, I worked more days per man than any man in the shop. To be correct, I worked 297 days out of a possible 360 or whatever the figure is.

Q. Did you go to work on March 12, 1945, that is, the first day of the strike?

A. The first day of the strike, yes, I did.

Q. How long did you continue to work after March 12, 1945?

A. I worked on March 12, until somewhere around 6:30 in the evening.

Q. Did you work on March 13 and the following days?

A. No, I didn't work on March 13.

Q. When was the first time you worked after March 12, 1945?

A. On March 14.

Q. And how long did you continue working after that?

A. Until March 19th.

Q. What kind of work were you doing during the day of March 19?

A. I was working at a drill press, drilling rubber arrowheads.

Q. How much of that work did you have to do?

A. I had a minimum of a half day's work, probably would have run to a day's work. There was a numerous amount of arrows, arrowheads.

(Testimony of Irwin P. Hentschel.)

Q. Did you attend any meeting in your studio on that day which was addressed by any officer of the I.A.T.S.E.? A. I did.

Q. Where was the meeting held?

A. The meeting was held in the mill.

Q. Is that the carpenter shop?

A. That is considered the carpenter shop, yes.

Q. What time of the day was it?

A. As close as I remember, it was after lunch, somewhere around 1:00 o'clock.

Q. Who advised you of the meeting?

A. My foreman, Mr. Gasper.

Q. And what did he say to you?

A. He says that there would be a meeting of all the I.A.T.S.E. men in the mill, and I should attend.

Q. That is, would be a meeting in the mill of all the I.A.T.S.E. men? A. Yes.

Q. Where was the mill with respect to where you were working at that time?

A. The mill was directly in front of the prop shop. As far as that is concerned, the prop shop was an addition, or that was directly—there was no partition between the prop shop and the mill.

Q. Did you go to the meeting? [659]

A. I did.

Q. Were there other employees present?

A. There were.

Q. Were any supervisory persons present?

A. There were.

(Testimony of Irwin P. Hentschel.)

Q. Who was there who was a supervisor?

A. Well, there was the studio manager.

Q. What is his name?

A. I can say that he is the nominal head of the electric department. I don't recall his name.

Q. Does he have any nickname by which he is known? Perhaps it will come to you later. Was any other supervisory person present?

A. Mr. Vail.

Q. Who is Mr. Vail?

A. He is the superintendent.

Q. Is that David Vail?

A. Yes, David Vail.

Q. You have already told us who he is. Who else was present who was a supervisor or boss or executive?

A. Mr. Bendowski and Mr. Gasper.

Q. Who was present from the I.A.T.S.E. other than the members who were employees of the Columbia?

A. Mr. Brewer, Mr. DuVal, Mr. Stickling. That is all.

Q. Who is Mr. Stickling? [660]

A. I believe him to be one of the vice presidents of, or some representative of the International. I don't know his exact capacity.

Mr. Luddy: I do not want to confuse you, but Mr. Stickling was not here at any time. Perhaps he means Mr. Billingsley, one of the vice presidents.

The Witness: I think that would be correct. I know that he was one of the I.A.T.S.E. officials.

(Testimony of Irwin P. Hentschel.)

Q. (By Mr. Rissman): You knew him as one of the vice presidents of the I.A.T.S.E.?

A. Yes.

Q. You had never met this vice president before who was probably Mr. Billingsley, had you? Did you know him?

A. No, I know very few of the International officials, just that I was either told, or some way or another—anyhow, he came in with Mr. Brewer, and it was common knowledge that he was an official of the I.A.T.S.E.

Q. You were a member of Local 44 at that time, is that correct? A. I was.

Q. What did Mr. Brewer say, or anyone else say, at that meeting in the mill on March 19, 1945?

A. That we were to do any and all work that was assigned to us by the studio heads.

Q. Who said that? [661] A. Mr. Brewer.

Q. Was anything else said by anybody at that meeting?

A. As far as I can recollect, that was the only speech made. It was a very short speech. There was no comment.

Q. Were any questions asked by any of the persons present? A. No.

Q. Did any of the studio officials, such as Mr. Vail, or any of the others, say anything?

A. They did not.

Q. After this meeting did you return to your work? A. I did.

(Testimony of Irwin P. Hentschel.)

Q. Did you have any conversation with any of your superiors at that time, that is, after returning to work on that day?

A. Approximately five minutes after I returned to work.

Q. With whom did you have a conversation, and where did it take place?

A. With Mr. Gasper, took place in the prop shop.

Q. Who was present besides you and Mr. Gasper?

A. Mr. Gasper whispered in my ear. [662]

Q. (By Mr. Rissman): What did he say to you?

A. He says, "You will have to drop that work, dump that work now and go over and paint those arrows, or else you will have to see Mr. Vail." He said, "I am sorry, but I can't do anything about it, and you will have to see Mr. Vail if you refuse to do it."

Q. What did you say?

A. I said, "I will see Mr. Vail."

Q. Did you say anything else to Gasper at that time?

A. At that time, no.

Q. Did you see Mr. Vail?

A. I did.

Q. How soon after this conversation with Gasper?

A. Immediately.

Q. Where did you see Mr. Vail?

A. In his office.

Q. Who was present?

A. Mr. Vail and myself.

(Testimony of Irwin P. Hentschel.)

Q. What did you say and what did he say?

A. Well, I was in there for approximately 10 minutes. The greater portion of that time we discussed union affairs, and the sum and substance of it was that Mr. Vail asked me what the trouble was, and I told him that he knew perfectly well what the trouble was. And I says, "I have been asked to paint." [663]

And he says, "Well, why don't you?"

And I told him that he knew perfectly well why I couldn't paint, because on numerous occasions previously we had had talks about the union situation, and he knew my position as to what my feelings in the matter were, and I told him that I couldn't paint for the simple reason that it was against my principles.

Trial Examiner Riemer: We will suspend for a few minutes.

(A short recess was taken.)

Trial Examiner Riemer: Will you pick up the last remarks of the witness?

(The answer was read.)

Trial Examiner Riemer: Does that finish your answer, Mr. Hentschel?

The Witness: No. It was against my principles to take any man's job during a labor dispute, that I was under the impression that I was hired as a prop maker, and that under no circumstances did prop making come under the classification of paint-

(Testimony of Irwin P. Hentschel.)

ing. And the conversation continued along those lines, and Mr. Vail was red in the face, and he just shrugged his shoulders. And I asked him if I understood that my services were no longer required by Columbia Pictures if I refused to paint, and he said, "Yes."

I reiterated that question, and again he said, "Yes." [664]

I then asked him for my availability slip, and after some length of time, groping in his desk he says that he didn't have an availability slip for me, that I would have to get it down at the time office.

Q. (By Mr. Rissman): Did you go down to the time office? A. I did.

Q. And what did you do there, and with whom did you talk?

A. I talked with a person who I believed to be the head of the time office, a person by the name of Al. And he claimed that he had no availability slip for me, that it should be in the possession of Mr. Vail.

Q. Did you see anybody else with respect to an availability slip?

A. I then went to see the personnel manager.

Q. What is his name? A. Mr. Lacy.

Q. Was all this on the same day?

A. It was.

Q. What conversation did you have with Mr. Lacy?

A. Well, it was very short. He was noncommittal.

(Testimony of Irwin P. Hentschel.)

Q. Well, tell us what he said and what you said.

A. I asked him if he could give me the specific reason why, after years of employment with the studios, with the Columbia Pictures, why he should see fit at this time to fire me; and he says that his hands were tied, he couldn't do anything [665] about it. And I then asked him for an availability slip, and he says that the only thing he could give me was an extended availability slip. And I says that I would like to have one that would let me get a job somewheres on the outside, because under the circumstances that I wouldn't be able to work in the picture business at the present time. He says that he was unable to give me that sort of an availability slip, that I would have to go down to the U.S.E.S. offices.

Q. Did you ever have any further conversation with Mr. Vail or any other studio official after March 19, 1945?

A. Yes.

Q. With whom, when and where?

A. On the morning of the termination of the strike.

Q. October 31, 1945?

A. If that is the day on which the men were to go back to work, that is the day.

Q. And with whom did you have the conversation?

A. The first conversation I had was over the telephone with Mr. Gasper.

Q. When was that, that same day?

(Testimony of Irwin P. Hentschel.)

A. That morning.

Q. What conversation did you have with him?

A. He asked me to come to work at 2:00 o'clock the next day, and I told him that wasn't my regular shift, that I [666] had worked a number of years on the night shift and I thought that I was entitled to my old job on the morning shift. And he says that I would have to talk to Mr. Vail about that.

Q. Did you talk to Mr. Vail? A. I did.

Q. That same day? A. That same day.

Q. Was it a telephone conversation, or did you see him?

A. It was a telephone conversation.

Q. What time of the day was it, approximately, how long after the first conversation with Gasper?

A. I would say within an hour.

Q. What did you say and what did Mr. Vail say?

A. Mr. Vail asked me what I intended to do. Oh, excuse me. He asked me if I was coming in to work, and I told him that I had intended coming in at 1:00 o'clock, when the rest of the men went in and have a talk with him, and he says, "Were you coming in to work?"

And I says, "No." I says, "I thought it best I come down and talk to you, so that we have an understanding as to my hours of work and the feeling of the company towards me as an employee."

He says, "Oh, so now you refuse to work?"

(Testimony of Irwin P. Hentschel.)

I says, "No." I says, "My intention was not to refuse [667] to work." I says, "In fact, if you want me to work," I says, "I would only be too glad to bring my tools in and go to work today at 1:00 o'clock with the rest of the men."

And he says, "Well, you do that."

Q. Did you go in? A. I did.

Q. Did you go to work?

A. I went in. I stood in line with the rest of the employees, and as we approached the time office to receive our time cards every one who I was able to see received a regular time card that was printed by the addressograph machine which they employed. However, when it came to my turn of receiving my card, they had no record of my name on a time card, and the time clerk then proceeded to make one out in writing.

Q. Did you go in then?

A. Then I went in and reported to the prop shop.

Q. To whom did you report?

A. I reported to Mr. Gasper.

Q. What happened then?

A. Well, I set my tools down in the immediate entrance of the prop shop, and Mr. Gasper said that I should go right—go immediately to a stage. I don't recall the number, but I think it was stage 3.

Q. Did you go to stage 3? [668] A. I did.

Q. What happened when you got there?

A. I reported to a gang boss by the name of Mr. Hernandez.

(Testimony of Irwin P. Hentschel.)

Q. Did you go to work? A. I did.

Q. How long did you continue working there?

A. Until the end of that shift on that particular day.

Q. Did you work for Columbia after that?

A. I did not.

Q. What happened at the end of that shift that day?

A. I was told that there was no more work, and that I was on call, as told by Mr. Bendowski.

Q. Did you ever receive any call from Columbia after that? A. I did not.

Q. In the past in your experience as an employee of Columbia, you testified you had been laid off because of lack of work, have you not?

A. Yes, that was the excuse that was given to me by Mr. Bendowski.

Q. I mean prior to the time, prior to that time, back before 1939, you were laid off for lack of work at various times, were you not? A. Yes.

Q. Were you always called back? A. Yes.

Q. How did you get your job back in those instances after you had been laid off because of lack of work? A. I was called by the studio.

Q. Were you ever called back by Columbia after October 31, 1945? A. No. [670]

* * *

Q. What did he say about your leaving the studio, if anything, when you finished this conversa-

(Testimony of Irwin P. Hentschel.)

tion about your role and about your not wanting to do what you called painters' work?

A. Well, I asked him, the last words that I remember is that I asked him specifically whether in refusing to do work that I considered to be painters', whether Columbia Pictures no longer considered me an employee, and he said yes. [691]

* * *

Q. Did you ask him why you were discharged? You claim that he said you were discharged?

A. I asked him in the way that I already have told, that I [693] asked him, "Do I understand that if I refuse to do this particular work that I am fired?"

Q. And what did he say to that?

A. He says, "Yes." [694]

* * *

Q. You knew, did you not, that the International officers of the I.A.T.S.E. had ordered you and all members of the I.A.T.S.E. first to go through the picket line and, secondly, to do any work which they were asked to do by the employers in order to keep the studios open? A. I did. [706]

* * *

WILLIS F. HOWE

a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Rissman:

Q. Will you state your name, please?

A. Willis F. Howe.

Q. Mr. Howe, prior to the strike of 1945, were you employed at Warner Bros.?

A. Yes, sir.

Q. How long did you work there?

A. From 1938.

Q. Until when?

A. Until the morning of the strike.

Q. What kind of work did you do?

A. Electrical; that is, on the companies.

Q. In what department?

A. On the company.

Q. Under whose supervision did you work?

A. Well, my boss was Slat's Comes.

Q. Can you spell his last name?

A. C-o-m-e-s, I believe.

And Jack Ohl, was the assistant chief.

Q. Will you describe your work for us? What did you actually do?

A. Well, at that time I just quit my job on the best boy's job, and I worked on the floor, lighting up the edges, or backing, or whatever it happened to be had to be done, operating the lights and handling men.

(Testimony of Willis F. Howe.)

Q. Were you a member of any labor organization during the time that you worked at Warner Bros.?

A. Just 728.

Q. That is Local 728 of the I.A.T.S.E.?

A. That is right.

Q. When did you first become a member of that union?

A. 1938.

Q. You say you worked with the companies. Do you mean the shooting companies that are shooting the picture?

A. That is right.

Q. And you worked on the stage or set?

A. That is right.

Q. Did you also perform your work outside of the studios whenever the companies were on location?

A. Yes. [723]

Q. When you were working either in the studio on the set or out on location on the set, from whom did you take your orders, your directions?

A. Well, you have a gaffer on the set.

Q. What is a gaffer?

A. Well, a gaffer—he works with the cameramen. He lights it up, just as the cameraman wants to have it. He is the head man of the set. He roughs everything, he lights everything up, and if the cameraman wants to change something, he will call on the gaffer, and the gaffer tells me to heat the light up, or heat it down, or trim it up, or whatever the case might be.

Q. Did you go to work on March 12, 1945?

A. No, sir.

(Testimony of Willis F. Howe.)

Q. Did you go to work at any time after March 12, 1945?

A. Yes, I went to work for Monogram.

Q. I mean at Warner Bros., for instance.

A. No, no.

Q. When was the last time you worked with Warner Bros.?

A. It was on Saturday.

Q. March 10, 1945?

A. That is right.

Q. On March 12, 1945, did you appear at the studio?

A. Yes.

Q. Did you go in? [724]

A. No.

Q. Did you hear any discussion among the employees, and did you participate in any discussion among the employees of your department?

A. I did.

Q. Yes.

A. Not that I—there was a lot of fellows around. Not that I remember, that amounted to anything.

Q. Did any other men doing your work stay out on March 12, 1945, to your knowledge?

Mr. Mitchell: Object as being immaterial.

Trial Examiner Riemer: Sustained.

Mr. Mitchell: We are only charging one man here.

Q. (By Mr. Rissman): Were you with anyone else on March 12, 1945, when you came down to the studio?

Mr. Mitchell: Object as being immaterial.

Trial Examiner Riemer: Overruled.

The Witness: I was with Kenny Coffey, taking him to work.

(Testimony of Willis F. Howe.)

Q. (By Mr. Rissman): Did you hear any statement or speech by Mr. Roy Brewer of the I.A.T.S.E. on March 12, 1945?

A. Not much of it. I just walked up, heard a little conversation, and I asked him, "Who is that?" And he said, "That is Roy Brewer."

Q. Where was that? [725]

A. In front of the studio.

Q. Who was with Mr. Brewer?

A. Well, I don't know. There was several people walking back across the street with him.

Q. Did you hear Mr. Brewer say anything?

A. No, not that I could answer that. I was too far away from him.

Q. Why didn't you go to work on March 12th?

Mr. Mitchell: Wait a minute. Object to that as being immaterial. This man may have secret reasons why he does not want to go to work, and they are of no materiality. I think they are of no materiality in any event, but they are certainly of no materiality unless communicated to respondents.

Mr. Luddy: We object upon the grounds it is immaterial.

Trial Examiner Riemer: It is the same question that has come up with every one, is it not?

Mr. Mitchell: Not quite. Here is a man who does not even come to work. He is not asked to do anything outside of jurisdiction. He just fails to show up. He may have some secret reason. Maybe his wife is sick, or he may have some reason he does

(Testimony of Willis F. Howe.)

not want to go to work, but that is of no materiality, what is in his heart when he comes to work or does not show up.

Trial Examiner Riemer: Objection overruled.

Repeat the question to the witness. [726]

(The question was read.)

Q. (By Mr. Rissman): You may answer.

A. Oh, quite a picket line there. I figured that I had no business going through that picket line.

Q. You did not go through the picket line at any time during the strike, did you?

A. No, sir.

Mr. Mitchell: I move that the previous answer to which I made objection—that is, where I objected to the question—be stricken.

Mr. Luddy: We make the same motion.

Trial Examiner Riemer: Motion to strike denied.

Q. (By Mr. Rissman): Did you try to go into the studio at any time after March 10, 1945?

A. After March 10th, after the strike was over?

Q. After the strike was over. A. Yes.

Q. Do you recall when?

A. The day it was over.

Q. That was on October 1, 1945?

A. That is right.

Q. Did you go into the studio?

A. Oh, I got into the gate, is all.

Q. Tell us what happened.

A. Well, about five or six of us walked over.

(Testimony of Willis F. Howe.)

Q. Who were the others, if you recall?

A. Paul Stanley was one of them, and Kenny Coffey was another, and—I can't place—I mean, I can't remember the other names, the other men who were there.

Q. All right. Tell us what happened.

A. Well, they was in line, and pretty soon Blaney Matthews walked up with a girl, and he had a camera in his hand.

Q. Who? A. Blaney Matthews.

Q. Who is he?

A. Chief of Police of Warner Bros.

Q. You said you were in line. In what kind of a line were you?

A. Well, they ordered everybody to go back to work, and they said, "Come on, you are going to work, too," and I said, "I am going to be right with you." So I walked across the street, and there was a line of people—oh, hundreds of feet long, you know, four abreast, and three abreast, in big lines.

Q. Were these lines of people waiting to enter the studios? A. Yes, waiting to clear in.

Q. You say you were standing in line when Mr. Matthews came along? A. Yes.

Q. Tell us what happened. [728]

A. He walked up and said, "You fellows get out of that line and you get in this line over here." So, there was nobody in the other line. So, we asked why he had this girl—this girl kept photographing us from different angles. So somebody said, "That

(Testimony of Willis F. Howe.)

don't look good to me," and remarks were made in the line, and we moved up then. We wanted to clear. And they said, "No call for you fellows at all."

So, Paul Stanley says, "I will go call and find out what it is all about."

So, we called and they told him, "No."

Mr. Mitchell: Wait now. I object to the "we called," unless we have some foundation laid as to who "we" is, and who talked.

Trial Examiner Riemer: Sustained. Establish that.

Q. (By Mr. Rissman): Now you say Paul Stanley made a telephone call? A. He called, yes.

Q. Where was he when he made the call?

A. In the office in the big room, as you go through to clear through, where the time clocks are.

Q. It is in the Warner Bros.' office there?

A. That is right.

Q. Were you there when Stanley made the call?

A. Yes.

Q. Could you hear what he said? [729]

A. Just what he—I remember what he come and told us, that——

Mr. Mitchell: Just a minute.

Q. (By Mr. Rissman): Could you hear what he was saying into the telephone? A. Yes.

Q. What did you hear him say?

A. He asked if——

Q. Do you know, first, who did he call?

(Testimony of Willis F. Howe.)

A. Well, he called either——

Mr. Mitchell: Wait. Object to that on the ground it calls for a conclusion unless he heard him.

Trial Examiner Riemer: Do you know who he called? Was that the question?

Objection overruled.

Q. (By Mr. Rissman): Do you know who he called? A. He said he talked to Jack Ohl.

Mr. Mitchell: I move that the statement be stricken upon the ground that it is hearsay.

Trial Examiner Riemer: Motion to strike denied.

Q. (By Mr. Rissman): Did you hear what he said on the telephone to Jack Ohl?

Mr. Mitchell: Wait a minute. Object to the form of the question upon the ground that no foundation has been laid to show he even talked to Jack Ohl. It is just this [730] witness' repetition of somebody else's statement. When he asks the question in that form, it affirms something this man does not know.

Trial Examiner Riemer: Sustained.

Q. (By Mr. Rissman): What did you hear him say?

A. He asked him why he could not go back to work.

Q. What else did you hear him say?

A. Well, that was about all I heard him say to him.

Q. Did Mr. Stanley tell you what was said to him over the 'phone?

Mr. Mitchell: Object as being immaterial, whether he did or not.

(Testimony of Willis F. Howe.)

Mr. Luddy: Object to it upon the grounds that it is hearsay as far as we are concerned.

Trial Examiner Riemer: Overruled.

Mr. Mitchell: That can be answered yes or no, I think.

Trial Examiner Riemer: Yes, it can be.

Answer it yes or no.

Mr. Rissman: Do you remember the question?

The Witness: Yes.

Q. (By Mr. Rissman): What is your answer?

A. He said they had no thought—

Mr. Mitchell: Wait a minute. You are asked to answer that yes or no.

Q. (By Mr. Rissman): Did Mr. Stanley tell you what was [731] said to him over the telephone?

A. Yes.

Q. What did he say was said?

Mr. Mitchell: Object to that as being immaterial, also on the ground it is hearsay. It seems to me where you are trying to prove an application for employment, that ought not to be done by hearsay if Stanley is available.

Mr. Luddy: Object to it upon the grounds it is immaterial and hearsay.

Trial Examiner Riemer: Overruled.

The Witness: He said that they had no call for us.

Q. (By Mr. Rissman): What happened after that? A. The same day?

Q. On that day.

(Testimony of Willis F. Howe.)

A. About going back to work?

Q. Did you leave the studio?

A. Yes, I did.

Q. Did you try at any other time on that day to go back to work in the studio?

A. Just the next morning.

Q. That would be on November 1st?

A. That is right.

Q. Did you talk with anyone there?

A. Yes.

Q. With whom? [732] A. Mr. Jack Ohl.

Q. You talked to him yourself? A. Yes.

Q. In person, or on the telephone?

A. On the telephone.

Q. Where were you when you called him?

A. My home.

Q. What conversation did you have with Jack Ohl? A. I called and——

Q. You called him at the studio? A. Yes.

Q. All right. Tell us the conversation.

A. I asked him how about our going back to work, and he said, "Well, Willis, it is awfully slow now."

So I said, "Slow?"

He said, "Yes."

I said, "You have got 48 permit men working over there."

And he says, "Yes, I know it," he said, "I am sorry, but" he says, "it is above me." No. He says, "I am sorry. It is higher up than I am."

(Testimony of Willis F. Howe.)

Trial Examiner Riemer: Will you read that, please?

(The record was read.) [733]

Q. (By Mr. Rissman): What kind of membership did you have in Local 728 of the I.A.T.S.E.?

A. What kind of membership?

Q. Yes.

A. Well, all the electricians belonged to 728, which is lamp operators.

Q. Were you a permit man or did you have a class A membership or what kind of membership did you have? A. Class A.

Q. Were you always in good standing in Local 728? A. Yes, sir.

Q. At all times since you first became a member?

A. Yes, sir.

Q. After November 1st, 1945, did you ever again call Warner Bros. and try to get your job back?

A. Yes, two or three times.

Q. With whom did you talk on those various occasions?

A. Different people in the office, some of them voices I had never heard in the studio before. I talked to them over the phone.

Q. What were you told about getting back to work?

Mr. Mitchell: Object to that upon the ground no proper foundation has been laid as to time.

Trial Examiner Riemer: Sustained.

Q. (By Mr. Rissman): Do you recall approxi-

(Testimony of Willis F. Howe.)

mately when you [734] called after November 1st, 1945?

A. During that week again, I don't know exactly, I don't remember the date.

Q. Some time during the week of November 1st?

A. During the same week.

Q. Do you know with whom you spoke?

A. No, just somebody in the office answered the phone.

Q. What office did you call?

A. Our electrical office where we always get our calls and our orders.

Q. During the time that you were working at Warner Bros., from 1938 to 1945, had you ever had occasion before to call the office for any reason?

A. Oh, yes, every day four or five times a day or more.

Q. Did you ever have occasion to call the office when you were at home or on the outside?

A. Oh, yes.

Q. When you called the office, for whatever purpose you called, during the time you worked there, did you always know the name of the person with whom you spoke at the other end?

A. Most of the time, yes.

Q. Were there times that you did not?

A. Yes, there were times, when two or three times I would say or more there would be some new man put in there. [735]

Q. How many people were there in this office who would be around the phone there?

(Testimony of Willis F. Howe.)

A. Oh, as a rule there was about two to three in that office there.

Q. When you called after November 1st and during that week, what conversation did you have with whoever answered the phone?

Mr. Mitchell: I object to that upon the ground no foundation has been laid, particularly if it is intended to show that this man made application for employment, that is of no materiality, if he simply talks to some clerk. If he wants employment he should go to his boss, and the way the question is framed, it makes it utterly impossible to refute the testimony.

Trial Examiner Riemer: Sustained.

Mr. Rissman: If the Examiner please, I think we have a right to show that in attempting to get to the boss, it is like trying to get through a brick wall.

Trial Examiner Riemer: I am not sustaining the objection because I agree with everything that Mr. Mitchell said in the objection, but it is vague and indefinite and I feel that I can't put any value on it.

Q. (By Mr. Rissman): Did you make attempts to get your job back?

Mr. Mitchell: That is the same question. [736]

Trial Examiner Riemer: Sustained.

Q. (By Mr. Rissman): Did you make any other calls after this one you told us about?

A. Yes, two of them, two more is all.

(Testimony of Willis F. Howe.)

Q. With whom did you talk?

A. Bob Amie.

Q. Who is he?

A. He is the fellow that puts out the calls, that is calls you on the phone, when a man has got to be called, in other words.

Q. When did you talk with him?

A. I don't know the date on that.

Q. Approximately?

A. Oh, it all happened within about two or three weeks after the strike was over.

Q. That would be some time in November of 1945?

A. Yes.

Q. What conversation did you have with Amie?

A. Well, I asked him what was wrong, if he could find out why I couldn't come back to work, and he told me that there was a lot of people trying to find out themselves why I was not back to work, and he thought it would be taken care of in time.

Q. Now, when you were working for Warner Bros., from 1938 to 1945, were there occasions when you were off of work [737] because there was no picture being made or because there was lack of work?

A. No, not in the last five or six years.

Q. Well, go back before 1939 or 1940; were there other occasions when you were off because of lack of work?

A. Yes, I would say in 1937—I mean in 1938 and in 1939 there were times we were off a couple of days at a time.

(Testimony of Willis F. Howe.)

Q. When you were off because of lack of work, were you always called back?

A. Well, I was either called back or I called them and they said to come on in.

Q. During the time that you were working for Warner Bros., from 1938 until the strike of 1945, were there ever any complaints about your work or criticism about the way you performed your job?

A. Not that I know anything about. [738]

* * *

Cross-Examination

By Mr. Mitchell:

Q. During the period between 1938 and March 12, 1945, were you employed at Warner Bros. every day?

A. Every day for the last seven years.

Q. You are sure of that? A. Yes.

Q. No layoffs at all?

A. Not in the last—well, I might be wrong for a half a year, but not in the last, I would say, easy five years.

Q. Just prior to March 12, 1945, you were doing work as a lamp operator, weren't you?

A. Lamp operator.

Q. Isn't that what you call it? [740]

A. Best boy on the set there. I was best boy for a year or so.

Q. That was prior to March 12, 1945, how long prior to that? A. Oh, just a week.

Q. During the week which commenced—that

(Testimony of Willis F. Howe.)

would be March 5th, you were working as a lamp operator? A. Yes.

Q. Not as a best boy? A. No.

Q. And not as a gaffer?

A. No, I quit my job.

Trial Examiner Riemer: I am a little bit confused, Mr. Mitchell. Could you inquire so that I can be clear, the difference between a gaffer and a best boy and a lamp operator?

Q. (By Mr. Mitchell): Well, a gaffer is the head lamp man on a shooting company, isn't he?

A. That is right.

Q. As you testified on direct examination, under the direction of the cameraman he sees to the placing and focusing of lamps? A. That is right.

Q. And he may do it himself or he may have others to help him? [741]

A. That is right.

Q. Then he has an assistant, doesn't he?

A. Yes, the best boy.

Q. As a rule, on the shooting company?

A. That is right.

Q. That man is called the best boy?

A. That is right.

Q. Then, on a shooting company, depending on the size of the set, there are lamp operators who actually attend to placing and focusing and doing the other things that you have to do to a lamp to have it give you the correct light?

A. That is correct.

Q. On large sets there may be how many, 50

(Testimony of Willis F. Howe.)

lamp operators or more?

A. As high as two or three hundred maybe.

Q. And on small sets there may be as few as how many?

A. Oh, ten or fifteen, as a rule, on a small set.

Q. There is a considerable fluctuation in the number of lamp operators needed?

A. That is right.

Q. And in the industry generally, the studio one day may need several hundred lamp operators and the next day need only a few lamp operators, is that right?

A. That is right.

Q. That is, the lamp operator's job is one that in the [742] industry fluctuates, is that right?

A. That is right.

Q. And when the lamp operator is not needed in the studio, he is laid off, isn't he?

A. That is right.

Q. And then he customarily goes to his union and puts his name on the call book, doesn't he?

A. Unless he has been working at one studio a long time, he might take a day off.

Q. Might lay off for a few days?

A. That is right.

Q. Or the studio might call him back individually sometimes?

A. Or he would call. They would tell him either call in or come in maybe on a certain date, or you can call in.

Mr. Mitchell: May I have just a moment?

Trial Examiner Riemer: Yes, sir. We will re-

(Testimony of Willis F. Howe.)

cess for five minutes.

(Short recess taken.)

Trial Examiner Riemer: The hearing will be in order.

Q. (By Mr. Mitchell): On the day that the strike ended, October 31, 1945, you said you were out in front of Warner Bros. with a lot of men?

A. Yes.

Q. And you used the words "They said everybody was going [743] back to work"?

A. That is right.

Q. Who said it?

A. Well, all the men in the line, lots of them in the line said everybody goes back to work. Maybe a hundred of them said it and maybe it was two hundred.

Q. The men in the line?

A. No, outside. The line had not been formed yet to go in.

Q. Who were these, Conference of Studio Unions men?

A. Different men, painters and everybody else and carpenters.

Q. Conference of Studio Unions men?

A. That is right.

Q. Those were the men who said everybody is going back to work? [744]

* * *

Q. Did you receive information from any source to the [745] effect that the I.A.T.S.E. officers had

(Testimony of Willis F. Howe.)

ordered all members of the I.A.T.S.E. not to respect the picket line?

A. Just by conversation was all.

Q. Conversation with whom?

A. With different people.

Q. With members of the I.A.T.S.E. that you knew?

A. Said that they had ordered them in, ordered the men back to work. [746]

* * *

KENNETH B. COFFEY

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Rissman:

Q. Will you state your name, please?

A. Kenneth B. Coffey.

Q. Were you ever employed at Warner Bros. Studio? A. Yes, sir.

Q. When did you work for Warner Bros.?

A. I started to work in December, 1922, at the Sunset and Bronson lot for Warner Bros.

Q. And in what kind of work?

A. Electrical department.

Q. What was your job?

A. I was an operator.

Q. Lamp operator? A. Yes, sir.

(Testimony of Kenneth B. Coffey.)

Q. And when was the last time you worked at Warner Bros.? A. March 10th, 1945.

Q. Were you a member of any labor organization the last time you worked at Warner Bros.?

A. Yes, sir.

Q. Which one? [753]

A. Local 728. I helped organize the organization.

Q. Of the I.A.T.S.E.? A. I did

Q. And how long have you been employed in motion picture studios generally?

A. Since 1914.

Q. Who was your boss while you worked at Warner Bros., that is, the last time you worked there? A. The last time?

Q. Yes. A. Leon H. Combes.

Q. What is his title?

A. He is supposed to be the chief electrician.

Q. Did you have any other bosses there?

A. Yes, Jack Ohl was assistant to him.

Q. Assistant to Combes? A. Yes.

Q. During the time that you worked at Warner Bros. as a lamp operator, what is the greatest number of operators that ever was working there at one time, to your knowledge?

Trial Examiner Riemer: You mean in the entire studio, Mr. Rissman?

Mr. Rissman: Yes.

The Witness: About 250 or 300.

Q. (By Mr. Rissman): And to your knowledge

(Testimony of Kenneth B. Coffey.)

what is the [754] least number of operators that are normally employed?

A. Approximately 50.

Q. Do you know how many lamp operators there were employed at Warner Bros. while you were working there who had worked there longer than you?

A. Possibly about 20.

Q. Did you go to work on March 12, 1945?

A. I did not.

Q. Did you work on Saturday, March 10, 1945?

A. Yes, I did.

Q. Did you finish your shift on that day?

A. I did.

Q. Were you working as a lamp operator on that day? A. I did.

Q. Did you go to work at any time after March 12, 1945, and during the time that the strike was on at the studios in 1945?

A. You mean at Warner Bros.?

Q. At Warner Bros. A. No. [755]

* * *

Q. (By Mr. Rissman): What was the reason you could not go [756] to work at Warner Bros.?

A. I observed the picket line. I had been on seven strikes before.

Q. When was the first time that you became a member of any labor organization?

A. 1911.

Q. And what union was that?

(Testimony of Kenneth B. Coffey.)

A. 234 of the I.A.T.S.E., Walla Walla, Washington.

Q. Did you become a member of any labor organization in the studios after 1911 and before you became a member of 728?

A. Yes, 1918 in January I became a member of Local 33 downtown.

Q. In the I.A.T.S.E.? A. Yes.

Q. Are you a member of the I.A.T.S.E. at the present time? A. I am.

Q. Of what local? A. 728.

Q. From the first time that you became a member of any local of the I.A.T.S.E. to the present time, has there ever been any period when you were not a member of a labor union and not a member particularly of the I.A.T.S.E.?

A. Yes, when I was in the Army in 1918.

Q. Except for the time that you were in military service, [757] have you always been a member of the I.A.T.S.E.? A. I have.

Q. Did you ever cross a picket line in your life?

A. I never have.

Mr. Luddy: Well, I just want Mr. Rissman to know if he proceeds to open this theory, I want him to understand it is wide open, and he may expect it to be.

Q. (By Mr. Rissman): On March 12, 1945, you say you did not cross the picket line, is that correct?

A. That is right. I had a 7:00 o'clock call in the morning. I saw the picket line and I would not go across it.

(Testimony of Kenneth B. Coffey.)

Q. Were there any other lamp operators present with you who did not cross the picket line on March 12, 1945?

A. Yes, I think there was three.

Q. Who were they?

Mr. Mitchell: Wait. I object to that as being immaterial. We are getting in a lot of other lamp operators who have nothing to do with this case.

Mr. Rissman: I submit it is material, if the Examiner please. We allege in the complaint——

Trial Examiner Riemer: Never mind. I will take it, and unless it is connected with this complaint and this issue I will grant your motion to strike, Mr. Mitchell, if you make one. Go ahead.

Mr. Rissman: May the question be read? [758]

The Witness: Yes.

(The question was read.)

The Witness: You want the names?

Q. (By Mr. Rissman): Yes, the names of the men.

A. Paul Stanley is one of them, Willis F. Howe is the other one, and Lou Krieger and myself.

Mr. Mitchell: Now that we are trying to get outside of the issues and find out about Lou Krieger, I move the testimony about him be stricken.

Mr. Rissman: The mere fact that Mr. Krieger is not named in the complaint does not warrant striking the testimony about him. We are trying to show, Mr. Examiner, and I think we have, that these employees acted in concert. It is not necessary that each one of them——

(Testimony of Kenneth B. Coffey.)

Trial Examiner Riemer: That is enough.

Mr. Rissman: —be a member of the complaint.

Trial Examiner Riemer: The motion to strike is denied.

Q. (By Mr. Rissman): Did you try to go to work on October 31, 1945? A. I did.

Q. What happened on that day?

A. Well, the bunch or crowd of painters and carpenters were gathered on the outside and about 2:30 on October 31 they decided that they were called back to work, everything [759] was settled, so they called us fellows in there and says, "You fellows are going in with us."

Q. By "us fellows" to whom do you refer?

A. The carpenters and painters.

Q. You say they called "us fellows." To whom do you refer?

A. Stanley, Howe and myself. We were the only three there.

Q. And did you go in the studio?

A. We did, went into the time office.

Q. Did you go to work that day?

A. No.

Q. What were you told at the time office and by whom?

Mr. Mitchell: First before we have what you were told, let's have the foundation. I object to it upon the ground no foundation has been laid.

(Testimony of Kenneth B. Coffey.)

Mr. Rissman: I will take the long way around. I will rephrase the question.

Q. (By Mr. Rissman): Did you get in line with the other employees? A. I did.

Q. As you were trying to enter the studio?

A. Yes.

Q. Did you come up to the time window?

A. Yes, sir. [760]

Q. What was being done with respect to these other employees as they came to the time window? Were they given their cards and told to go in?

A. Yes.

Q. Did you get a card? A. No.

Q. Did you ask for one?

Mr. Mitchell: Wait a minute, now. I object to that upon the ground no foundation is laid showing who he is talking to. I am not trying to delay this thing now, but just go at it in the conventional manner and find out who he is talking to, and it would save a lot of time.

Mr. Rissman: O.K., we will do it that way, if you insist upon it, Mr. Mitchell.

Q. (By Mr. Rissman): Was there someone at the time window there? A. There was.

Q. Do you know who it was?

A. No, I don't. I know him when I see him, but I don't know him by name.

Q. You had seen him there before?

A. Yes.

Q. What was he doing?

(Testimony of Kenneth B. Coffey.)

A. He was checking the men in.

Q. Did you talk to him? [761] A. I did.

Q. What did you say to him?

Mr. Mitchell: Objected to as being immaterial. If it is an attempt to prove an application for employment, it is not the proper way, to go to some clerk and apply.

Trial Examiner Riemer: Overruled.

Q. (By Mr. Rissman): You may answer. What did you say to him?

A. I asked him, I says—he asked me first, he says, “Are you on electrical appointment?”

I said, “Yes.”

He says, “Contact your office.”

Q. What did you do then?

A. Well, I waited for Howe and Stanley, and finally Stanley came out and we were all given the same answers, and Stanley went to the telephone and contacted the inner office and they told him that——

Mr. Mitchell: Wait a minute, now.

Trial Examiner Riemer: Stanley went to the telephone and contacted the inner office period.

Q. (By Mr. Rissman): Did you hear Stanley talk over the telephone?

A. I heard him. He says, “Coffey, Howe and Stanley is out here and we are wanting to go back to work as of March 10th.” [762]

Q. Did you go back to work? A. No.

Q. Did you ever work in the studios after October 31, 1945? A. I have.

(Testimony of Kenneth B. Coffey.)

Q. Which studio?

A. Well, I had four days at Republic, about a week at PRC, and then I had just finished 11 weeks at Chaplin's.

Q. Charlie Chaplin? A. Yes.

Q. Are you working now? A. No.

Q. How long ago did you finish working at the Chaplin Studios?

A. Well, about three weeks ago, I guess.

Q. After October 31, 1945, did you ever talk to any other company official at Warner Bros. about getting your job back? A. I did.

Q. To whom did you talk?

A. Mr. Ohl, Jack Ohl.

Q. When did you talk with him?

A. Well, I don't know just approximately the time, but——

Q. How long after October 31, 1945?

A. Well, it was in the neighborhood of about 30 days.

Q. Sometime in November of that year? [763]

A. Yes, sir.

Q. Was it a telephone conversation?

A. No.

Q. You saw him personally?

A. Person to person conversation?

Q. Where did you see him?

A. I saw him in front of Lane's Recreation Hall out there at Burbank.

Q. What conversation did you have with Mr. Ohl?

(Testimony of Kenneth B. Coffey.)

A. I asked him, I says, "Why is it that us boys can't get back to work?"

Q. What did he say?

A. He says, "Well, it is somebody higher up than I am that is keeping you fellows out."

Q. Did you ever have any other conversation with Jack Ohl or any other Warner Bros. official about getting our job back?

A. No, I haven't.

Q. Now, these jobs that you have had at PRC and did you say Monogram?

A. No, Republic.

Q. Republic? A. And Chaplin.

Q. And Charlie Chaplin's Studio, were you called to those through Local 728? [764]

A. No, I was not. I got the jobs myself. Oh, I beg your pardon, Republic, the Local sent me, telephone call and sent me out there for four days.

Q. When was that, approximately?

A. That was in December, I think, 1945.

Q. After the strike? A. Yes.

Q. Did you work in any motion picture studio during the strike in 1945? A. I did not.

Q. Since October 1, 1945, have you always been ready and willing and able to go back to your job as a lamp operator at Warner Bros.?

A. I have.

Q. Are you willing to accept reinstatement to your job at the present time? A. I will.

Mr. Rissman: That is all.

Trial Examiner Riemer: Mr. Mitchell.

(Testimony of Kenneth B. Coffey.)

Cross-Examination

By Mr. Mitchell:

Q. Mr. Coffey, you know there is a picket line now at Warner Bros., don't you?

A. I realize it.

Q. Would you be willing to go through the picket line and go to work? [765]

A. I will not.

Q. In March, 1945, did you know that the I.A.T.S.E. had instructed its members to cross picket lines to keep the studios open?

A. I heard it, hearsay.

Q. Who did you hear it from?

A. Oh, different members of the organization.

Q. Did you place your name in the Local 728 call book following the end of the strike?

A. I did.

Q. And did you keep your name there during your periods of unemployment?

A. I did not.

Q. You mean you only put your name in the call book once?

A. Yes, sir.

Q. And that the first call you got was a call to Republic?

A. That is right.

Q. And after you were laid off at Republic, did you put your name on the call book again?

A. I did not.

Q. Didn't you want to work?

A. Yes, I wanted work, but I was not going to beg them to give it to me.

(Testimony of Kenneth B. Coffey.)

Q. Well, the way unemployed lamp operators in the motion picture industry get work is to put their name on the call [766] book, isn't it?

A. Well, I got work without calling my local or putting my name on the book.

Q. Were you employed steadily during the early part of 1946?

A. It wasn't necessary.

Q. What wasn't necessary?

A. For me to be employed steadily.

Q. You didn't want to be employed?

A. Not according to the rules and regulations.

Q. What do you mean by that?

A. Well, do I have to beg for a job?

Mr. Luddy: This man is an individualist.

Trial Examiner Riemer: Mr. Coffey, all Mr. Mitchell wants to know is what efforts or attempts you made to get work after October 31, 1945. Just tell him what you did. No attempt is being made to inquire into your personal affairs.

The Witness: That is right. Well, I made several efforts to get work and I worked like at PRC and Chaplin Studio. I even worked up at Inyokern, up at the Naval Base.

Q. (By Mr. Mitchell): But you didn't want to put your name in the call book after the Republic job was finished, is that it?

A. That is right. [767]

Q. Nobody stopped you from putting it there?

A. No. [768]

WILLIS F. HOWE

a witness recalled by and on behalf of the National Labor Relations Board, having been previously duly sworn, was examined and testified further as follows:

Recross-Examination

By Mr. Mitchell:

Q. Mr. Howe, if you were offered a job at Warner Bros. now, would you be willing to cross the picket line at that studio? A. No.

Q. You know there is a picket line now?

A. Yes.

Redirect Examination

By Mr. Rissman:

Q. Would you be willing to go back to work as soon as the picket line is taken off?

A. Yes. [772]

* * *

PAUL DeSANCTIS

a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Rissman:

Q. Will you state your name, please?

A. Paul DeSanctis.

Q. Mr. DeSanctis, did you work at Warner Bros. before the strike of 1945? A. Yes, sir.

(Testimony of Paul DeSanctis.)

Q. And in what capacity? What was your job?

A. Prop and miniature maker and cabinet maker.

Q. And you worked in the prop shop?

A. Yes, sir.

Q. What kind of work did you do there?

A. Well, the time I was working in the cabinet shop, repairing furniture and making new and different things, that is all. [773]

Q. How long have you been working in the studios altogether?

A. Well, I started since they made the picture King of Kings. I don't remember exactly when that was made.

Q. King of Kings? A. Yes.

Q. That was more than 20 years ago.

A. Yes, every bit of it. I didn't work steady since that time, you know, but since I came back to the studio in 1937.

Q. How long did you work for Warner Bros.?

A. I couldn't say exactly the number of years, about four or five years, I estimate.

Q. When you were working at Warner Bros., were you a member of any labor union?

A. Of the I.A.

Q. I.A.T.S.E.? A. That is right.

Q. Which local? A. 24.

Q. Who was your boss at Warner Bros.?

(Testimony of Paul DeSanctis.)

A. They had a boss, Jim Gibbons.

Q. Now, before the strike of 1945, were you ever asked to work in the carpenter shop at Warner Bros.?

A. Before the strike?

Q. Before the strike. A. No, sir. [774]

Q. Was your work down in the cabinet shop at that time?

A. Correct.

Q. Did you work on March 12, 1945?

A. No, sir.

Q. Did you work on March 13th?

A. I worked that week before, 12 and 19, some time, in the government picture there, but I don't remember exactly the date.

Q. Do you remember when the strike started?

A. The 12th.

Q. The 12th? A. That is right.

Q. Did you work on that day? A. No, sir.

Q. Did you work the next day?

A. I couldn't tell. I got the check I received there.

Q. What does that check show?

A. It don't show the date I worked. It shows the time.

Q. It shows the number of hours?

A. 42 hours.

Q. Does it show on which days you put in those hours?

A. No, it don't show the days I worked, but it was after the 12th.

Q. How long did you continue working after

(Testimony of Paul DeSanctis.)

you went back to work after March 12th? [775]

A. Until the 19th.

Q. And what happened on March 19, 1945?

A. They were called to the meeting, to go to work and take a carpenter job and do anything, we supposed that the studios would go in, so all the bunch of us refused to do so, and so I was one of the bunch. So that was the order. Then in the evening, why, Mr. Gibbons called up and when I was in the office, in front of the office, he gave a blue slip. I say goodbye. [776]

Q. You got your blue slip from Mr. Gibbons that day. Do you have it with you?

A. Yes, sir.

Q. May I see it, please? A. Yes.

Mr. Rissman: Mr. Mitchell, can we stipulate as to what this says, without my reading it into the record?

Mr. Mitchell: Yes.

Mr. Rissman: If the Examiner please, the blue slip is similar to the others which have been testified about, in form. The name is Paul DeSanctis, No. 22743. Date: March 19, 1945. Rate: \$1.71. Occupation: Prop maker. Department: Technical. Remarks: "Refused to do carpenter work."

* * *

Q. Did you go to work at Warner Bros. after the strike?

A. A few days after the strike, yes. I don't remember exactly when it was, but I think it was early in November.

(Testimony of Paul DeSanctis.)

Q. 1945? A. That's right.

Q. What kind of work did you return to?

A. On the same position I had before.

Q. As a—— A. Cabinet maker.

Q. As a cabinet maker in the prop shop?

A. That's right. [778]

Q. After you went to work there, did you have any conversation with Mr. Gibbons?

A. No, I didn't have any, no, just that he was glad to see me, that's all. Shake hands with me, and I went to work.

Q. Have you been working steadily since sometime in November, 1945? A. Yes. [779]

* * *

A. Same as the rest of the bunch; same as the rest of the group.

Q. You did refuse?

A. Well, they didn't ask me personally. The boss asked everybody who wants to go and do the work, and nobody did, so I didn't either.

Q. You were one of those that declined? [783]

A. That's right. [784]

* * *

Cross-Examination

By Mr. Luddy:

* * *

Q. Don't you remember meeting Mr. DuVal down in the hall, at the meeting hall, just about the time the strike ended, and you told him at that

(Testimony of Paul DeSanctis.)

time you still did not want to go back to work, and he convinced you to go back?

A. Just a minute. I will answer that question. A friend of mine by the name of Charlie Jensen—both of us—we didn't come back to work after the strike was over. We had to go through to Warner Bros. studios through the superintendent—what was the name—Fuhrmann, the one that signed the blue ticket. He says to this friend of mine to go to get the permit from the Local to come back to work. So, we went to Mr. Brewer—he done the spokesman—I didn't say anything. I told my story, and then Mr. Brewer sent me to Mr. DuVal. Mr. DuVal says, "Well, we will see what we can do for you two." So, I went home, and Charlie Jensen went home. No sooner I got home than I got a 'phone call. They said to me—Mr. Hill—"Report to work at 7:00 o'clock in the morning." [789]

* * *

Redirect Examination

By Mr. Rissman:

Q. Did you say that you and Mr. Jensen went to see Mr. Fuhrmann about going back to work?

A. Didn't see Mr. Fuhrmann. Mr. Jensen called Mr. Fuhrmann to see if he can take us to work, and he told him—that is what he told me—to go to see Mr. Brewer and Mr. DuVal.

Q. Is that Charles Jensen, Charlie Jensen?

A. Charlie Jensen, yes. [791]

* * *

LEO LEONARD LAMB

a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Rissman:

Q. Will you state your name, please?

A. Leo Leonard Lamb.

Q. Prior to the strike in 1945, Mr. Lamb, did you work at Warner Bros.? A. I did.

Q. How long did you work there before March, 1945?

A. Something like two years the last time.

Q. What was your job?

A. Prop maker.

Q. How long had you been a prop maker?

A. Since 1922.

Q. How long had you worked in the motion picture industry? A. Since 1922.

Q. While you were working at Warner Bros., what were your particular duties as a prop maker?

A. The greater per cent of the time I was a gang foreman.

Q. What kind of a gang did you direct or lead?

A. Mostly on rigging and submarine work.

Q. Will you describe what you mean by "submarine work"?

A. Making a picture using a submarine, and the action of the submarine and the construction of the different parts were up to the prop shop.

(Testimony of Leo Leonard Lamb.)

Q. Were you engaged in the operation of the submarine while it was being photographed?

A. Partially; not all of the time.

Q. During the time that you worked at Warner Bros., and before the strike, were you ever laid off?

A. I believe once or twice, because I was a "B" member in the union and "A" members complained that I was kept on, although I was a gang foreman.

Q. What kind of work were you doing on March 10, 1945?

A. Working on a government picture, doing miniatures.

Q. What type of miniatures were they? What was their purpose?

A. It was a training film for the Army, I understood, representing fields and terrain, woodland and streams and lakes.

Q. Were you building this miniature?

A. That's right.

Q. How long have you been a member of—strike that. [793] Were you a member of any labor union when you worked at Warner Bros.?

A. That's right, I was.

Q. Which one? A. Local 44 I.A.T.S.E.

Q. How long were you a member of that union?

A. Since 1942.

Q. During the time that you worked in the studios, were you a member of any other union?

A. I was.

Q. Which one?

(Testimony of Leo Leonard Lamb.)

A. 946, Brotherhood of Carpenters and Joiners of America.

Q. How long were you a member of Local 946?

A. Something like twenty years, something like that.

Q. Who is your superior at Warner Bros.?

A. Jim Gibbons.

Q. Did you work on March 12, 1945?

A. That was the date the strike was called?

Q. The day the strike started. A. I did.

Q. How long did you continue working at Warner Bros.?

A. We did not work the 13th, and 14th. I am not sure of the dates. I am not sure of my dates.

Q. What was the last time you worked there?

A. The last time I worked there was the day of the so-called [794] "meetings" with Mr. Brewer, and when we got the blue slips.

Q. Did you get a blue slip?

A. Yes, I did.

Q. Did you get your blue slip on the same day that the other men got theirs? A. I did.

Q. Do you have it with you? A. Yes.

Q. Will you refer to it and tell us what the date is, please? A. 3-19-45.

Q. What is stated on that blue slip as your occupation? A. Prop maker.

Q. And your rate? A. 1.71.

Q. What is typewritten after the printed word "Remarks"?

(Testimony of Leo Leonard Lamb.)

A. "Refused to do carpenter work."

Q. Were you present at the meeting which was addressed by Mr. Fuhrmann on March 19, 1945?

A. I was.

Q. Did you go to work in the carpenter shop on that day? A. No, sir.

Q. Were you ever asked at any time before March 12, 1945, to do work in the carpenter shop at Warner Bros.? A. No, sir. [795]

Q. Did you ever refuse to do any work that was assigned to you at any time before the strike in 1945? A. No, sir.

Q. Why didn't you go to work in the carpenter shop?

Mr. Luddy: I object to the question as immaterial.

Mr. Mitchell: Same objection.

Trial Examiner Riemer: Overruled.

The Witness: I did not care to take another man's job during a labor strike. [796]

* * *

Q. (By Mr. Rissman): Did you make any attempt to get your job back at Warner Bros. at any time? A. Yes, sir.

Q. When?

A. Immediately after the strike.

Q. Who did you see?

A. The day that the boys supposedly all went back to work, we marched in, we prop makers, and were told there were no jobs for us.

(Testimony of Leo Leonard Lamb.)

Q. Who told you that?

A. We were told at the personnel window.

Q. Did you make any other attempts to get your job back?

A. We immediately went to a telephone on the outside and called the department and asked for our jobs back.

Mr. Mitchell: I move that that statement be stricken upon the grounds that no foundation has been laid, and it is not responsive to the question. Departments cannot talk.

Trial Examiner Riemer: Strike it.

Q. (By Mr. Rissman): Who made the telephone call? A. I did. [797]

Q. To whom did you talk?

A. Jimmy Gibbons.

Q. Was this on October 31, 1945?

A. I believe that to be the date.

Q. The day that——

A. The boys went back.

Q. ——the boys went back. What conversation did you have with Mr. Gibbons?

A. Told him that we were there to go to work, and asked him how come the personnel office did not let us in.

Q. What did he say?

A. Referred me to the union. There was no—so far our case has not been settled—there was no opening for me, or something to that effect.

Q. Did you make any other attempts to get your job back?

(Testimony of Leo Leonard Lamb.)

A. I called on several occasions later.

Q. To whom did you talk, and when did you make these calls?

A. I talked to Jimmy Gibbons on one or two occasions, and on at least one occasion to Mr. Fuhrmann.

Q. Do you recall approximately when you spoke to Gibbons after October 31, 1945?

A. Sometime within the coming two weeks this all occurred.

Q. What conversation did you have with him?

A. We asked him if we could have our jobs back.

Q. What did he say? [798]

A. He referred me to Local 44.

Q. Did you also have a conversation with Mr. Fuhrmann? A. I did.

Q. Approximately when?

A. Sometime—this happened within the first two weeks.

Q. Of November, 1945?

A. That is correct.

Q. What conversation did you have with Mr. Fuhrmann?

A. Asked him why we were not permitted with the rest to come back to work, and the way I remember it, he said something about I had better see my local, that he had nothing to say more than that.

Q. How long were you a member—I will with-

(Testimony of Leo Leonard Lamb.)

draw that. Are you still a member of Local 44?

A. No, sir.

Q. When did you cease being a member?

A. Sometime in June, when I was expelled.

Q. June, 1946?

A. That is right, of this year.

Q. Prior to that were you a member in good standing of Local 44?

A. I believe I was behind in my dues a little bit at that time, but prior to three or four months before then I had been in good standing at all times.

Q. Were you in good standing in October, 1945?

A. I was.

Q. Were you willing to perform your own work and accept employment as a prop maker at Warner Bros. at all times after March 19, 1945?

A. I was.

* * *

Cross-Examination

By Mr. Mitchell:

Q. Were you willing between March 19, 1945, and October 31, 1945, to accept employment at Warner Bros. and do carpentry work as instructed?

A. No, sir. [800]

* * *

Q. You say you are willing to accept employment now at [802] Warner Bros.?

A. That is right.

(Testimony of Leo Leonard Lamb.)

Q. Are you willing to cross the picket line there and go to work? A. No. [803]

* * *

Q. Did you attend the meeting at the mill in Warner Bros. studio on March 19, 1945, addressed by Mr. Brewer? A. I did.

Q. Did you attend the meeting at Warner Bros. on March 19 addressed by Mr. Fuhrmann?

A. I did.

Q. He directed the prop makers to do carpenter work, did he? A. That is right.

Q. And you declined?

A. That is right.

* * *

Cross-Examination

By Mr. Luddy:

Q. Mr. Brewer informed you and the others that were there at that meeting that the International president had ordered members of the I.A.T.S.E. to do any work they were requested to do by the studios in order to [804] keep the studios open, didn't he? A. That is right. [805]

* * *

FRED SEWARD

a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Rissman:

Q. Will you state your name, please?

A. Fred Seward.

Q. Mr. Seward, were you ever employed by Warner Bros.? A. Yes, sir.

Q. When did you work there?

A. I started work in the fall of 1934.

Q. How long did you work there?

A. Approximately eleven years.

Q. What kind of work did you do during the time you worked there? A. Grip work.

Q. Who was your boss?

A. In the earliest or——

Q. The last one, yes.

A. The head of the gang, Ketcham, and my superior boss was Henry Fuhrmann.

Q. What was Ketcham's first name or what is his first name?

A. I am not right sure. We all called him Lamie. Do you [806] know?

Q. Lamie. How long was Ketcham your boss?

A. I don't recall exactly. Approximately——

Q. Approximately.

A. Six years, I think.

(Testimony of Fred Seward.)

Q. Were you a member of any labor organization while you were working at Warners?

A. No, sir.

Q. Which one?

A. The question again?

Q. Were you a member of any union while you were working at Warner Bros.? A. Yes, sir.

Q. Which one?

A. It was two different ones. First it was 37 and then Local 80.

Q. Of the I.A.T.S.E.?

A. Of the I.A.T.S.E.

Q. Were you a member of Local 37 until Local 80 was formed? A. Yes, sir.

Q. And how long did you remain a member of Local 80?

A. I am still a member of Local 80 in good standing.

Q. Where did you perform your work as a grip during the time that you worked for Warner Bros.?

A. Well, first, I started at the Sunset lot. That is on Sunset Boulevard. I worked there until it dissolved and went to First National, that is Warner Bros. at Burbank. I have been there ever since that strike.

Mr. Mitchell: Been there ever since what?

Q. (By Mr. Rissman): You were there up until the strike? A. Until the strike.

Q. Have you worked at Warner Bros. since March, 1945? Let me rephrase the question. Did

(Testimony of Fred Seward.)

you work at Warner Bros. after March, 1945, that is the time of the strike?

A. Well, the 19th was the last day we was asked to do work in the mill, was the last day I worked, whatever date that was; I don't remember, the 19th.

Q. 1945 was the last time you worked there?

A. Yes, 1945.

Q. Did you work on the first day of the strike?

A. Yes, I did.

Q. Did you hear Mr. Brewer talk to the employees on that day? A. Yes, sir.

Q. Where did he talk to them?

A. In the carpenter shop or mill.

Q. About what time?

A. I think it was approximately 10:00 o'clock. I am not sure. [808]

Q. In the morning?

A. In the morning.

Q. What were your hours on your shift then at that time?

A. From 6:00 o'clock until—well, it was eight hours, 4:30.

Q. About from 6:00 to about 2:30?

A. 2:30, that is right.

Q. It was an eight-hour shift starting at 6:00 in the morning, is that right?

A. Started at 6:00, eight-hour shift.

Q. How did you happen to be at the studios when Mr. Brewer spoke that morning?

A. I was told by the gang boss to report at the mill.

(Testimony of Fred Seward.)

Q. By which gang boss?

A. I don't recall the name. I don't recall which gang I was in that morning.

Q. Who was present when you got there?

A. There was quite a number of grips there, practically all of the grips that was on the lot.

Q. Was Mr. Brewer there? A. Yes, sir.

Q. What did he say?

A. Well, what I gathered mainly was in what he said that we was expected to keep the studios running and do carpenter work. [809]

Q. How long after Mr. Brewer's speech to the employees did you work for Warner Bros.?

A. Well, I am not right sure. I think it was approximately five days.

Q. Did you get a blue slip? A. No, sir.

Trial Examiner Riemer: What was the answer?

The Witness: No, sir.

Q. (By Mr. Rissman): Were you ever asked to do carpentry work by anyone connected with the studios? A. Yes, I was.

Q. By whom?

A. Fuzzy Fuhrmann in the grip room.

Q. When did Mr. Fuhrmann ask you that?

A. The morning of the day that Brewer was there.

Q. The same day that Brewer was there?

A. Right.

Q. Was it before or after Brewer——

A. After Brewer gave his talk.

(Testimony of Fred Seward.)

Q. What did Fuhrmann say?

A. Well, I don't recall all that he said, other than he said, "You boys is going to keep the studios running and I expect you to do anything you are asked to do."

Q. Did he say anything about going in the mill or carpenter shop? [810]

A. Not at that time, I don't recall.

Q. Did you ever discuss your going into the mill or carpenter shop with any other of your superiors at Warner Bros.?

A. No, I never, not with any of the superiors. I talked with some of the boys.

Q. Well, did you have any conversation with Mr. Ketcham about it?

A. Nothing. He told me that I had to go into the mill, and I told him how I felt.

Q. Well, tell us what you told him and what he said to you, and tell us where it was.

A. Well, we had the call come down that we was to go to the mill, the men on the gang, and I walked to the grip room and took off my overalls and went up to the stage where Ketcham was and told him that I didn't feel right doing carpenter work and that I was not going to do it, I was going home. [811]

He says, "Well, you will have to go to see Mr. Fuhrmann," he says, "he is in the mill."

Q. Did you tell Mr. Ketcham why you would not feel right doing carpenter work?

(Testimony of Fred Seward.)

Mr. Luddy: May we have an answer yes or no to that question?

Trial Examiner Riemer: Answer that yes or no.

The Witness: What was the question again?

Trial Examiner Riemer: Read the question.

(The question was read.)

The Witness: I figured——

Q. (By Mr. Rissman): Just answer that yes or no, the Examiner said. Do you want to hear the question again?

A. Yes, I didn't get it. The question, please.

(The question was re-read.)

The Witness: I did.

Q. (By Mr. Rissman): What did you tell him?

Mr. Luddy: We will object to that as being immaterial.

Mr. Mitchell: Same objection.

Trial Examiner Riemer: Overruled.

Q. (By Mr. Rissman): You may answer now, Mr. Seward.

A. I told him that I thought it was not right and it was, to me it was the same as scabbing.

Q. Did you go to see Mr. Fuhrmann after Mr. Ketcham asked you to? [812]

A. I did.

Q. And where did you see Mr. Fuhrmann?

A. He was in the mill.

Q. What conversation did you have with him?

A. I asked him for a blue slip and he said, "We are not giving blue slips."

(Testimony of Fred Seward.)

Q. Is that the first thing you said to him when you came up to him? A. I don't recall.

Q. That is, not the exact language if you don't recall, but in substance when you came up to Mr. Fuhrmann, tell us what you said to him and what he said to you.

A. I said I didn't feel right going to work in the mill and I would like to have a blue slip. He said, "Well, I am sorry, I can't give you a blue slip. You will have to go see your local."

Q. Did you work at Warner Bros. during the strike after this conversation with Mr. Fuhrmann?

A. No, sir.

Q. Do you recall on what day you had your conversation with him, keeping in mind that the strike started on Monday, March 12, 1945?

A. No, I do not. I do not recall the date.

Q. Do you recall what day of the week it was?

A. Monday, I think. [813]

Q. Did you ever go back to Warner Bros. and try to get your job after the strike ended?

A. The day that the boys went back to work I went in and saw Mr. Ketcham. He says, "There is no job for you." He says, "Give me your telephone number and I will call you."

Q. Did you ever get a call from Warner Bros. to come back to work? A. I did not.

* * *

Q. After March 19, 1945, were you willing to go back to work at Warner Bros. to the job that you had when you left there?

(Testimony of Fred Seward.)

A. Yes, after a period of about three months I would have went back.

Q. Well, at any time, did you decided that you would not have gone back?

A. After May, I don't know what date in May, I would not have went back.

Q. May of what year?

A. 1945—or 1946 I should say, this spring. [814]

* * *

Q. What happened in May, 1946?

A. I bought a ranch at Beaumont, California, a fruit orchard.

Q. And are you still operating that ranch? [815]

A. Yes, sir.

Q. Where is Beaumont, California, with respect to Hollywood?

A. About 83 miles from Los Angeles east. [816]

* * *

WILLIAM J. SIMPSON

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Rissman:

Q. Will you state your name, please?

A. William J. Simpson.

Q. Mr. Simpson, were you ever employed at Warner Bros. Studio?

A. Yes, sir, I was.

(Testimony of William J. Simpson.)

Q. When were you employed there?

A. I was first a member, I believe in June, 1933.

Q. How long did you work there?

A. Up until March 19, 1945. [820]

Q. What kind of work did you do?

A. Well, I did grip work, and then I transferred over to Local 44.

Q. When did you transfer over to Local 44?

A. I believe in 1936.

Q. What kind of work were you doing there when you were last working there?

A. At Warner Bros?

Q. At Warner Bros.

A. I was in charge of what they classified as the special effects department.

Q. How long had you been in charge of the special effects department?

A. From two months after I joined the department up until the time that I was discharged.

Q. That would be some time in 1937 until March, 1945?

A. Well, it would be more than that. I believe I entered the department in February, 1937, and then I worked nights for about two months, and then the emergency arose whereby they changed me over to days, and had me take charge of the special effects department.

Q. What was your work in the special effects department?

A. Well, taking charge of all special effects

(Testimony of William J. Simpson.)

which come under the departmental—you know, the department's jurisdiction. [821]

Q. Will you tell us what you mean by "special effects"?

A. Well, that has to do with all the effects work pertaining to the company requirements, ordering, the preparation of special units to be built, supervising the rigging and the operations and the mechanical effects of the various items that are used to be operated during the picture. It runs into most of those things.

Q. During the time that you worked at Warner Bros., were there ever any complaints made to you about your work? A. Not to my knowledge.

Q. Were you ever disciplined or reprimanded with respect to your work?

A. Never, to my knowledge.

Q. Or with respect to your conduct in the shop?

A. Never, to my knowledge.

Q. If it had happened, you would know about it?

A. Oh, I presume I would have, yes, sir.

Q. Were you ever asked to do any work in the carpenter shop at any time before the strike of 1945? A. No, sir.

Q. Before the strike of 1945, did you ever refuse to do any work that was assigned to you?

A. No, sir.

Q. In the special effects department, was there anyone above you in that type of work? [822]

A. Not as far as the labor was concerned. There was a department head, of course.

(Testimony of William J. Simpson.)

Q. Who was that? A. Mr. Gibbons.

Q. Did you work during the week of March 12, 1945, the first week of the strike?

A. Yes, sir, I did.

Q. Did you work the week before March 12th?

A. Yes.

Q. Did you work on March 19, 1945?

A. Yes, sir, I did, because I remember that is the day I was discharged.

Q. What kind of work were you doing on that date?

A. Well, at that time I think it was just an incidental assignment. I had just finished a show about ten days prior to this particular incident, and since I was the key man there, why, it was just incidental work. I believe it was preparing a processed body that had been purchased and was going to be prepared and used for future use.

Q. It was work in the prop department?

A. Oh, yes.

Q. Did you attend any meeting of prop makers in the shop that was addressed by Mr. Brewer on March 19th? A. No, sir.

Q. Did you hear Mr. Fuhrmann address the employees on that [823] date? A. No, sir.

Q. You say you were discharged on March 19th?

A. I believe that is the—I recall that that was the date stamped on my discharge slip.

Q. Did you get a blue discharge slip?

A. Yes.

(Testimony of William J. Simpson.)

Q. Do you have it with you? A. Yes, sir.

Q. Will you please refer to it and give us the date and other information?

A. March 19, 1945.

Q. What is stated on the blue slip as your occupation? A. Prop maker.

Q. What is your rate as indicated on the slip?

A. \$1.95.

Q. What is typewritten after the printed word "Remarks"?

A. "Refused to do carpenter work."

Q. By whom is that slip signed?

A. F. C. Fuhrmann. [824]

* * *

Q. Did Mr. Fuhrmann or Mr. Gibbons or any other studio official or executive ask you to do carpenter work? A. Mr. Fuhrmann did.

Q. When?

A. I believe it was March 19th, the day that we were discharged. [825]

* * *

Q. Did you try to get your job back at any time after March 19, 1945?

A. Oh, yes, several times.

Q. When, and what did you do?

A. Well, I started out by trying to get the various officials on the telephone, which I had no luck in doing that at all, and then I thought by writing them a letter they would at least get the letter,

(Testimony of William J. Simpson.)

which I assume that they did, but they were never answered.

Q. Did you write a letter?

A. Oh, yes, I wrote several letters.

Q. Do you recall approximately when you wrote the letters?

A. Not the dates, I don't, no.

Q. How long after the end of the strike?

A. It was immediately after the strike.

Q. Did you get any replies? A. No

Mr. Mitchell: That is indefinite. Immediately after the strike would be March 13th.

The Witness: No, I mean the settlement of the strike.

Q. (By Mr. Rissmann): Immediately after October 31, 1945? A. Yes.

Q. Did you get any replies to those letters?

A. No, sir. [828]

Q. Were the letters addressed to any particular person, or just to the studio?

A. Mr. Fuhrmann.

Q. Do you have any copies of those letters?

A. No, sir, I don't.

Q. Did you make any copies of those letters?

A. No. At the time I did not think it was necessary.

Q. Are you still a member of Local 44?

A. Yes, sir, I am.

Q. Have you always retained your membership in good standing? A. Yes, sir.

(Testimony of William J. Simpson.)

Q. Did you talk to any officials of Local 44 with respect to getting your job back at Warner Bros.?

A. Well, not directly as to getting my job back, but I expressed a desire of going back to Warner Bros., which I always felt that I would have liked to have done.

Q. To whom did you express that?

A. Mr. DuVal, the business agent for the local.

Q. What did Mr. DuVal say?

A. He was very much in favor of it at that time.

Q. When was it, approximately?

A. The approximate date——

Q. In relationship to the end of the strike on October 31, 1945, when was it? [829]

A. Well, I would say it was possibly within 60 days after the settlement of the strike. I wouldn't want to even hazard a guess as to the exact date.

Q. What did Mr. DuVal say?

A. Well, he was quite in favor of it. I mean, the result was—that was the reason why I had a talk with him, because I wrote a letter. In the meantime the rumors were that boys in my particular category were forbidden from going to work, and then finally I had found out that they were not permitted to put their names on their call book, and I found that out to be true, and the result was that I felt that I should pay a visit down to the local office and find these things out for myself, and that people would know. So, the result was, that was the reason for one of my letters to Mr. Fuhr-

(Testimony of William J. Simpson.)

mann, to inform him that I was cleared through the local. I mean, it finally brings us up to that point, that I was cleared through the local, and that my desire was to go back to work at Warner Bros., and I so stated in the letter.

Q. Did you work at any motion picture studio during the strike?

A. No, sir. I was unable to, for a while.

Q. Because of your health?

A. Well, my being discharged at Warner Bros. made me very ill. [830]

Q. Did you work at any motion picture studio after October 31, 1945?

A. No, sir, other than the studio I am employed at now.

Q. Where are you employed now?

A. Enterprise Studio.

Q. How long have you worked at Enterprise?

A. I have been there since approximately March—oh, the 19th, I believe.

Q. 1946? A. Of this year, '46.

Q. What kind of work are you doing there?

A. I am working in the prop shop; prop maker.

Q. After March 19, 1945, were you willing to accept reinstatement to your former job at Warner Bros.?

A. Any time after March 19, 1945?

Q. Yes.

A. Yes, I was very willing to accept it, as a prop maker.

(Testimony of William J. Simpson.)

Q. Were you willing to accept such work as a prop maker at Warner Bros. after October 31, 1945? A. Yes. [831]

* * *

PAUL L. STANLEY

a witness called by and on behalf of the National Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Rissman:

Q. Will you state your name, please?

A. Paul L. Stanley.

Q. Mr. Stanley, were you ever employed at Warner Bros. A. Yes.

Q. Before the strike of March, 1945, how long did you work at Warner Bros.?

A. Well, up until the time that Warner Bros. took it over, I was working for First National, and Warner Bros., since 1926, approximately August 20th.

Q. What kind of work did you do?

A. Electrical, that is all.

Q. Can you describe that in more detail?

A. Well, First National was telephone, machine shop, that is electrical machine shop, and rigging and operating.

Q. Well, what kind of work were you doing the last five or six years before the strike of 1945?

(Testimony of Paul L. Stanley.)

A. Rigging and what we called special operator.

Q. Is that lamp operator? A. Yes.

Q. And who was your boss the last time you worked there before the strike?

A. You mean the foreman or the head boss?

Q. Well, both.

A. Well, Slats Comes or S. L. Comes, and Paul Burnett.

Q. How long had Comes been your superior?

A. Since 1933.

Q. Was Jack Ohl also one of your bosses?

A. Yes, he was the assistant to Slats Comes.

Q. What was your classification while you were working there before the strike?

A. Operator or electrician, either way. That operator I mean to say is a lamp operator.

Q. While you were working there, were you a member of any labor organization?

A. I.A.T.S.E., Local 728.

Q. How long were you a member of Local 728?

A. 1936.

Q. Before that, were you a member of any local of the I.A.T.S.E.? A. No.

Q. Did you work at any time during the strike of 1945?

A. Yes, up until the first of October, when the violence [905] started.

Q. What kind of work were you doing during the strike? A. Special operator.

Q. The same work you had been doing before?

(Testimony of Paul L. Stanley.)

A. Yes.

Q. Did you stop coming to work at any time during the strike? A. You mean up to the——

Q. Up to the time you say you worked until about the first part of October. A. Yes.

Q. 1945?

A. I hadn't stopped before that, no.

Q. But you did stop at about that time?

A. At about that time.

Q. Were you ever asked to do any work other than lamp operating? A. Yes.

Q. By whom? A. Slats Comes.

Q. What did he ask you to do and when did he ask you to do it?

A. Well, about in a week's time he asked me about three times.

Q. Which week? [906]

A. It was just shortly before the violence part, within 15 or 20 days, something like that.

Q. When you say the violence part, to what time do you refer?

A. Oh, approximately the 5th or 6th of October, whenever it started.

Q. What did Comes ask you to do?

A. To go into the mill as a morale builder for the I.A.T.S.E.

Q. What did you tell him? A. No.

Q. Did you say anything else?

A. Yes, I told him I didn't believe it was the right thing to do.

(Testimony of Paul L. Stanley.)

Trial Examiner Riemer: What is meant by the mill, Mr. Stanley?

The Witness: Oh, the carpenter work and that sort of thing, prop making and——

Q. (By Mr. Rissman): Is the mill the term used to refer to the carpenter shop?

A. The carpenter shop, prop making, and the—let's see, who is there—Hentschel is in the—not miniature—well, just general carpenter work, you know, cover the whole field of motion picture.

Q. Had you ever done carpenter work in a motion picture [907] studio? A. No.

Q. Before the strike of 1945, did anyone at Warner Bros. ever ask you to do carpenter work?

A. Well, to actually do carpenter work, the request or the insistence on going down to the mill as morale builder, not necessarily to handle tools or anything but to be there, and if I wanted to, to go ahead and do carpenter work, which a lot of other fellows did.

Q. You say that is what Comes asked you?

A. That was the request, yes.

Q. After you left the studio in the first part of October 1945, you stayed out for the balance of the strike, is that right? A. That is right.

Q. Did you attempt to go back to work when the strike was over? A. That is right.

Q. When?

A. When the deadline to go back in, everyone to go back in, we went in with them, and went up to get our call and we were told to call the office.

(Testimony of Paul L. Stanley.)

Q. Before we get to that, do you recall when that was?

A. Well, when—well, that was the final day of the strike. [908]

Q. Was it the day everybody was to go back?

A. Supposed to go back, yes.

Q. And were you outside of the studio on that day?

A. That is right.

Q. Tell us what you did with respect to going back or trying to go back to work.

A. Well, when the O.K. to go in came through, we went through in respective lines according to our crafts, and so we were in the electricians'.

Q. When you say "we were in the electricians'," who was that?

A. Well, that was myself, Coffey, Willis Howe, and several others that stayed out there in a different local, like the I. B. E. W., and we went into our particular window to get our call and we were told to call the office.

Q. By whom were you told to call the office?

A. One of the timekeepers.

Q. Do you know his name?

A. No, I don't.

Q. What did you do after that?

A. When we were told to call the office I went over to the phone with Willis Howe and Coffey and called the office, and if I remember right—

Q. Which office did you call?

A. The electrical. [909]

(Testimony of Paul L. Stanley.)

Q. That is the office of your department?

A. That is right.

Q. All right, and to whom did you talk?

A. Well, if I remember that right, it was Hack Boes.

Q. What did he do in the department?

A. He is, I guess, you would call a call boy, as you might say. In other words, he gives out the calls to the—well, call him the assistant to Jack Ohl.

Q. You started to say give out the calls to somebody?

A. Well, whenever the companies as we call it fold, they would go to this window and he would give them their respective calls, and as to the time anywhere from 6:00 o'clock in the morning to whatever the company call would be.

Q. When you say he would give them their calls, you mean by that he would tell them when to report for work?

A. The next day.

Q. Is *that is* meant by the expression "giving a call?"

A. Giving them a call, right.

Q. What conversation did you have with Mr. Boes at that time over the telephone?

A. I asked him about a call and he said—I asked him, I said, "I am talking for Willis Howe and Ken Coffey," and he said, "Just a minute." And I heard him talk with his hand evidently over the phone or the transmitter, and he said, "I will talk

(Testimony of Paul L. Stanley.)

to Slats," and he said, "No call." That [910] was it definitely, no call.

Q. Were Howe and Coffey with you when you had this conversation?

A. Yes, right with me.

Q. Did you tell them what Boes had said?

A. Yes.

Q. What happened after that?

A. We went outside and talked to several of the painters across the street that had not gotten into—gotten through yet, because there were several hundred people, and told them what happened and so——

Mr. Mitchell: Wait a minute. I object to the conversation with the painters across the street.

Trial Examiner Riemer: Sustained.

The Witness: Well, they should be across the street. The line was about 250 feet long.

Trial Examiner Riemer: No.

Q. (By Mr. Rissman): Did you ever get back to work at Warner Bros. after that?

A. Yes, through a call to 728.

Q. To the local? A. Yes.

Q. In all the time that you worked at Warner Bros. before the strike, had there been occasions when you were off of work because the particular job or particular picture had [911] been finished?

A. Only at my own will.

Q. Were you ever laid off? A. No.

Q. In the last five years of your employment?

(Testimony of Paul L. Stanley.)

A. Well, in five years I imagine I lost out say two weeks. That is just quiet. The rest of it I took off of my own.

Q. When you worked there before the strike, how did you get your calls with respect to when you should come to work after completing one picture and before starting on another?

A. Well, as we call them best boys, he is actually the assistant foreman, we would get the call at the finish of the day of what to do for the next day.

Q. Was it ever necessary for you to go through Local 728?

A. No, not until after the strike I never had a call from the local at any time.

Q. What kind of card did you have in Local 728? Was it an A card or a B card?

A. It was a full-fledged member in good standing.

Q. Did you remain in good standing at all times?

A. Yes.

Q. Until how long?

A. Up until—well, I don't know whether I am—I should be in good standing yet.

Q. Have you ever been advised by anyone from the local [912] that you were not in good standing?

A. No.

Q. When did you get the call from Local 728 to go to Warner Bros. after the strike?

A. I called the local.

Q. When was it approximately?

(Testimony of Paul L. Stanley.)

A. Oh, approximately about two weeks after the strike.

Q. And did you go to work?

A. Well, I called the local and they would say, "Well, there is calls at the various studios." I just asked, "How about Warner Bros?"

"Well, there is a call there for you if you want it."

I said, "I will take it."

Q. Did you take it?

A. Yes, I went over there.

Q. How long did you work? A. One day.

Q. Do you recall approximately when that was?

A. Just about two weeks after the strike.

Q. Did you get any other calls at Warner Bros. afterward? A. The same way.

Q. When was the second call?

A. About two or three days later. They have the record of that.

Q. Well, what is your recollection as to when it was?

A. Well, it has been some time, you know. [913]

Q. What is your best recollection? Was it a few days after the first call?

A. Yes.

Q. And how long did you work the second time? A. One day.

Q. When you came back there on these two occasions for one day each, did you observe or see whether there were any other lamp operators working? A. Permit men.

(Testimony of Paul L. Stanley.)

Q. Do you know how many you saw that were permit men?

A. It's hard to tell when there are seven or eight companies going, you know. Oh, I'd say an average for the six days—I'm pretty sure it was six days I worked—I imagine that there was 60 to 100.

Q. You say you worked six days at Warner Bros. altogether?

A. Spaced out.

Q. From the middle of November 1945 until when, over how long a period?

A. About—oh, between three and four weeks.

Q. Did you ever work more than one day at a time?

A. I had two consecutive days but both were through the local.

Q. You didn't get the call at the end of the first day to come back the second?

A. No. [914]

Q. As you had in the past?

A. That's right.

Q. Did you ever talk with any of the Warner Bros. officials or your superiors about reinstatement to your regular position as a lamp operator?

A. Yes, Jack Ohl.

Q. When did you talk with Jack Ohl?

A. Oh, in the six days I was there I guess I talked to him about three times.

Q. What conversation did you have with him?

A. I asked him what the trouble was, why I wasn't back in and in my old position. He says,

(Testimony of Paul L. Stanley.)

“It’s out of my hands. I can’t do anything about it.”

I tried to talk to Slats and he wouldn’t talk—not about that, anyway.

Q. That’s Slats Comes? A. Yes.

Q. After October 31st, 1945 were you ready, willing and able to go back to your regular position as a lamp operator?

A. Yes, under the same standing I had had prior to that.

Q. Are you willing to go back now?

A. No. [915]

* * *

Cross-Examination

By Mr. Mitchell:

Q. Prior to the strike, Mr. Stanley, which shift did you work on? A. Day.

Q. Was that true for some time prior?

A. Yes. It was, oh, a good three years.

Q. Working on the day shift?

A. That’s right.

Q. That starts when?

A. Well, anywhere from 6:00, 6:30 to 7:00, 7:30, 8:00, and work as late as 6:00, 7:30, and maybe later, depending on what the shots were.

Q. Were you going to school somewhere during that period of time? [916]

A. Yes, medical school.

Q. What time did you go to medical school?

(Testimony of Paul L. Stanley.)

A. 8:00 o'clock in the morning until noon. That was about a year—not quite a year.

Q. During what period of time did you go to medical school?

A. Let's see, it was September of 1944 until about—well, until summer school of 1945.

Q. How many days a week did you go to school?

A. Five.

Q. And your hours were 8:00 until when?

A. Until noon.

Q. And then you worked on the day shift at Warner Bros. during that period of time?

A. Yes, until the shooting time closed, and I had access to, or privilege of working at night if I wanted to, which I did a few times but I had to study too, so I had to let that—

Q. I'm confused as to how you worked at Warner Bros. on the day shift and also went to school from 8:00 until 12:00.

A. Well, that was a little out of the ordinary at that particular time because when I started to school, Jack Ohl and I made a little deal on it. Naturally I couldn't come from Glendale Junior College when I got off at noon and get there at noon at the studio, so he said, "Get in here as [917] fast or as quick as you can. Get your lunch and come in."

And then I could go a little farther, but that is a lot of stuff—a lot of that stuff wasn't supposed to be known by Slats Comes; that is, only in a decent

(Testimony of Paul L. Stanley.)

way. In other words, as long as he didn't know it, well, he didn't care. That was up to the time of going to school, but prior to that I worked the whole day shift.

Q. Let's take this time which you were going to school. What time did you report to the Warner Bros. Studio?

A. Anywhere from 12:30 to 1:30.

Q. And how long did you work?

A. I worked until 6:00 o'clock or 9:00. [918]

* * *

Q. Now, after the strike ended on October 31, 1945, when was the first time that you went to the union to try to get a call?

A. About three days.

Q. Did you place your name on the 728 call book?

A. No. I did it by call—telephone.

Q. Telephone? [921] A. Yes.

Q. And whom did you talk to?

A. One fellow was Hawk, and I don't remember the other fellow's name. I know him well, though.

Q. What did you tell him?

A. Well, I asked for a call to go to work after the fracas was all over and he named various studios and I asked him about Warner Bros. He says, "All right, there is a call for 7:30" or approximately that time.

(Testimony of Paul L. Stanley.)

I said, "I'll take it" just to try to get back in there to talk to somebody.

Q. And you went to Warner Bros.?

A. I went to Warner Bros.

Q. And worked there that day?

A. That day only at that time.

Q. And then what happened at the end of that day at Warner Bros.?

A. Well, I went to get my call and that was it—no call.

Q. There was no call for you the next day?

A. That's right, and permit men were getting them.

Q. So you went back to the union again?

A. Well, by telephone. All my calls to the union were by telephone.

Q. You called the union the next day?

A. Or that night, rather. [922]

Q. Did they offer you a job the next day?

A. Yes, I went to Republic.

Q. I see, and how long did you stay at Republic?

A. Three or four days and I called that night and went back to Warners.

Q. And you stayed one day at Warners that time? A. That's right.

Q. And there wasn't any call for you at Warners next day? A. Right.

Q. And you called the union again?

A. That's right.

Q. Where did you go next?

A. Paramount.

(Testimony of Paul L. Stanley.)

Q. The next day? A. Right.

Q. And how long did you work at Paramount?

A. Two days.

Q. There was no call for you at the end of two days?

A. The pictures folded and they cut the crews so that is why I was off.

Q. So then you called the union again?

A. Right.

Q. Did they send you out to another job?

A. I went to Warners.

Q. And you worked there one day? [923]

A. That's right.

Q. And no call for you at the end of the day?

A. That's right.

Q. So then you called the union again?

A. Right.

Q. Then where did you go?

A. Warner Bros.

Q. All right, you worked there a day and what happened at the end of that day?

A. No call.

Q. All right, you went back to the union again?

A. Right.

Q. You called them? A. Right.

Q. Did they send you some place the next day?

A. I went to Monogram.

Q. Did the union keep you continuously employed? A. Right.

Q. Until when?

A. Until I decided I had had enough.

(Testimony of Paul L. Stanley.)

Q. When was that?

A. Oh, last March. Wasn't that the date I gave a little while back—March or April—April.

Q. Well, you kept employed from the end of the strike until March or April? [924]

A. There were a few days that I didn't work.

Q. A few days that you didn't work?

A. Yes.

Q. Until March or April? A. Right.

Q. Then what did you do?

A. Went into business—automotive.

Q. Automotive business for yourself?

A. Right.

Q. And after that you didn't want any more calls, is that right?

A. Why should I?

Q. I don't know about it, Mr. Stanley, but I take it you didn't want any more calls after that?

A. No, I didn't want any more calls, not under those circumstances. [925]

* * *

Mr. Mitchell: In order to save the time of Mr. Pelton, whom Mr. Rissman has asked to be brought in, I have offered to stipulate that Mr. Pelton, if called as a witness, would testify in response to the questions asked in Case No. 21-C-2735 just as he did in that case, subject, however, to such objections as I may want to make in this case as to the materiality of certain of the questions, which Mr. Rissman may want to have read into the record

here, and then if there are additional facts that he wishes to elicit from Mr. Pelton, Mr. Pelton will be here to give those additional facts.

Mr. Rissman: What Mr. Mitchell said is correct. I am willing to enter into such a stipulation, but without knowing [930] the nature of any particular objection until it is made, it may be that a ruling on a particular objection may have the effect of putting me in a position where I won't be able to stipulate further, because the particular ruling or the particular objection would have changed the type of questions asked if Mr. Pelton were actually here, from what he was asked when he testified on September 10, 1946, in Case 21-C-2735. We are going to get started and see how far we get along with it.

Trial Examiner Riemer: This is being done in order to cut down the time that Mr. Pelton would spend here.

Mr. Rissman: That is right.

Trial Examiner Riemer: He is being called in any event this afternoon to testify, in addition, to other matters, isn't that correct?

Mr. Mitchell: That is right.

Trial Examiner Riemer: Is there any reason, then, why those questions could not be propounded again to Mr. Pelton, reserving the right, of course, of Mr. Mitchell to object, and the ruling would be made then? What you propose, I think, will cut down substantially the testimony and the length of time he would spend here.

Mr. Rissman: I am going to start reading at page 683 of the transcript in that other case. The witness was sworn and testified on direct examination in response to questions by [931] me as follows:

"Q. Will you state your name, please?

"A. Fred E. Pelton.

"Q. Where do you live, Mr. Pelton?

"A. 102 North Rockingham, Los Angeles 24.

"Q. What is your business or occupation?

"A. I am a motion picture executive.

"Q. And by whom are you employed?

"A. I am the Producers' Labor Administrator.

"Q. Will you explain what that means?

"A. That means the negotiations, contracts, interpretations, and the preparation of labor contracts.

"Q. For which Producers?

"A. The ten major producers.

"Q. Will you name them?

"A. Well, I don't know their legal names. M. G. M., Fox, Paramount, Warner Bros., R. K. O., Columbia, Universal, Republic, Goldwyn and Roach.

"Q. How long have you represented those Producers?

"A. Since October 1939, as I recall the date.

* * *

"Q. What are you empowered to do with respect to labor matters on behalf of the employers you have named?

"Mr. Mitchell: What employers does that mean? The Producers, you mean?

"Mr. Rissman: Yes, The Producers and the Association.

"The Witness: Well, we function through a labor committee, and I am directly under the chairman of that for execution of whatever they have negotiated. I prepare the contracts and then later interpret them.

"Q. Are these Producers you have named members of the Association of Motion Picture Producers, Inc.? A. I think so.

"Q. Do you represent in labor matters, as you have described, all of the members of the Association of Motion Picture Producers, Inc.?

"A. Yes. Well, there have been times where certain members have been out, and then came in again. But I mean one that is an active member, I represent in the [934] negotiations.

"Q. Do you represent any producers other than those you have named? A. No.

"Q. I am not trying to limit you to their legal titles. You have named them by their popular names, is that right? A. That is right.

"Q. Have you been employed by the Association continuously since some time in October 1939?

"A. Well, I was employed by the Labor Committee in 1939. Now, what has happened so far as the Association, they have nothing to do with my activities, as an Association.

“Q. What do you mean by that?

“A. I mean by that this: I was interviewed by the Chairman of the Labor Committee, and referred to two other members.

“Q. Who was that?

“A. At that time I think it was either Mr. Silberberg or Mr. Freeman; but the three members of the Committee in 1939 were Freeman, Mannix and Silberberg.

“Q. Mr. Freeman has been identified in this record as an official of Paramount, is that right?

“A. Yes, that is right. [935]

“Q. And Mr. Mannix is from what studio?

“A. M. G. M.

“Q. M. G. M. That is Loew's? A. Yes.

“Q. Who is Mr. Silberberg?

“A. He was at Columbia at that time.

“Q. Go ahead. I interrupted you.

“A. There has been no lapse in my employment since that date some time in October 1939. [936]

* * *

Mr. Mitchell: We offer the same stipulation with respect to Pat Casey's testimony.

“PAT CASEY

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, [943] was examined and testified as follows:

“Direct Examination

“By Mr. Rissman:

“Q. Will you state your name, please?

“A. Pat Casey.

“Q. Where do you live, Mr. Casey?

“A. 724 North Foothill Road Beverly Hills, California.

“Q. What is your business address?

“A. 5504 Hollywood Boulevard.

“Q. Is that the same address as the Association of Motion Picture Producers, Inc.?

“A. They are in the same building.

“Q. What is your occupation or business?

“A. I am the chairman of the Producers Committee.

“Q. What is the Producers Committee?

“A. It is a committee of the presidents of the major motion picture companies operating in Hollywood and vicinity.

“Q. Who are the members of that committee at the present time?

“A. Mr. Nicholas Schenck, Mr. Spyrous Skouras—

“Q. As you name each of these men, will you indicate which studio they are affiliated with?

“A. Yes. Mr. Schenck, M. G. M. Mr. Skouras, Twentieth [944] Century-Fox. Peter Rathvon, R. K. O. Mr. Harry Warner, Warner's. Frank Freeman, Paramount—no, Barney Balaban, Paramount. Mr. Nate Blumberg of Universal. Mr. Yates of Republic.

"Q. Do you know his first name?

"A. Herbert. How many is that, please?

"Q. That is seven.

"A. Harry Cohn of Columbia, and Hal Roach of Hal Roach Studios. Samuel Goldwyn of Goldwyn Studios. I think that takes them all.

"Q. That is 10. Are there any others?

"A. I don't think there are.

"Q. How long have you been chairman of that committee? A. Since 1928.

"Q. Are you associated with any particular motion picture studio? A. No, sir.

"Q. What is your relationship or connection with the Association of Motion Picture Producers, Inc.? A. None. [945]

* * *

"Q. What occurred in March 1945, if anything, with respect to the agreement?

"A. I believe there was a strike in the studios.

"Q. You are now referring to the strike which started on March 12, 1945? A. Yes, sir.

"Q. This strike that started on March 12, 1945, by whom [951] was that called?

"A. By the, I think, the number is 1421.

"Q. Of which union?

"A. I call them draftsmen. Wait a minute, I will give you the name they called them. They called them Screen Set Designers.

"Q. Affiliated with the Painters International Union, A. F. of L.? A. Yes, sir.

"Q. How long did that strike last?

"A. About eight months, I think.

"Q. It was terminated on October 31, 1945, was it not?

"A. I believe that is the date.

"Q. Did any labor organizations refuse to work to your knowledge? A. Yes, sir.

"Q. During that strike? A. Yes, sir.

"Q. Which ones?

"A. Machinists and Carpenters refused to work during that strike.

"Q. Who else?

"A. Painters refused to work during that strike.

"Q. Any others? [952]

"A. Yes, I believe that practically all members of the Conference Unions did not work during that strike.

"Q. Will you state for the record what the Conference Unions are?

"A. The painters, carpenters, 1421 of the set designers, the publicists, the readers, and at the time of the strike I am pretty sure the office workers were.

"Q. Will you explain more fully what the Conference is, to your knowledge?

"A. It is an association of these different unions.

"Q. Have you negotiated with officers of that association on behalf of the member unions and your member employers? A. Yes, sir.

"Q. With what officers of the association particularly have you been in negotiations

"A. Mr. Herbert Sorrell.

“Q. And his title is what?

“A. I think it is president of the Conference.

“Q. What is the official name of this Conference?

“A. Conference of Studio Unions, C.S.U. [953]

FRED E. PELTON

a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Rissman:

Q. Will you state your name, please?

A. Fred E. Pelton.

Q. Mr. Pelton, directing your attention to the strike in the motion picture industry which started March 12, 1945, and ended October 31st of that year, what were you doing at that time? What was your business or occupation?

A. I was producers labor administrator.

Q. That was the position you had held for some time prior to that time?

A. Correct.

Q. And which you now have?

A. Correct.

Q. You have testified earlier with respect to all of your various duties in that capacity. I will ask you if as the producers labor administrator you have appeared on behalf of producers who are members of the Association of [958] Motion Picture Producers, Inc., before officers of the National Labor Relations Board?

(Testimony of Fred E. Pelton.)

A. I think so, on several occasions.

Q. And have you acted as observer in elections conducted by the Board among certain employees of those producers?

Mr. Mitchell: Objected to as immaterial.

Trial Examiner Riemer: Sustained.

Q. (By Mr. Rissman): In what capacity have you appeared before the N.L.R.B.?

Mr. Mitchell: Objected to as immaterial and not within the issues.

Trial Examiner Riemer: Sustained.

Q. (By Mr. Rissman): During the strike of 1945, Mr. Pelton, did you have anything to do with the handling of labor matters for the producers?

A. My regular duties.

(Testimony of Fred E. Pelton.)

Q. And as part of your regular duties, did you advise and consult with the various studios and their personnel?

A. I don't quite understand the question.

Q. Well, did you participate with the executives and officials of the various studios in connection with matters pertaining to the strike?

A. Yes.

Mr. Mitchell: Objected to as being immaterial unless confined to the issues of this case. We are not charged with anything [959] in connection with the strike generally. There are only two charges, paragraphs 16 and 18, that affect the Association.

Trial Examiner Riemer: Overruled.

Mr. Rissman: May the question be read?

(Testimony of Fred E. Pelton.)

Trial Examiner Riemer: The question was answered, I think. Read it.

(The question and answer were read.)

Q. (By Mr. Rissman): Did you issue written instructions to the various studios?

Mr. Mitchell: Objected to as being immaterial, unless confined to the issues in this case.

Trial Examiner Riemer: Overruled.

The Witness: During the strike I issued I don't know how many bulletins pertaining to different matters, dispatching whatever decisions were made by the labor committee. In connection with that particular point I was clearance man, and we dispatched through our office to get everybody advised what the order was.

Trial Examiner Riemer: Go ahead.

Q. (By Mr. Rissman): You say you dispatched a number of them? A. Yes.

Q. Do you know how many you dispatched on about October 31, 1945? [960]

A. No, I don't know the exact number.

Q. What was your method of dispatching them and distributing such bulletins?

Mr. Mitchell: Objected to as being immaterial and outside the issues, unless confined to the charge in the complaint.

Trial Examiner Riemer: Overruled.

The Witness: I would get a telephone call from the chairman of the labor committee to advise the

(Testimony of Fred E. Pelton.)

studios as follows, and he would tell me what to advise them, and then we would phone it around to the different studios.

Q. (By Mr. Rissman): Did you ever issue any written bulletin or notice which was signed by you?

Mr. Mitchell: Objected to as being immaterial unless confined to the issues of this case.

Trial Examiner Riemer: I will sustain the objection, not on that ground, but unless you fix the time, Mr. Rissman, the question is bad in form.

Q. (By Mr. Rissman): During the period of that strike, and in connection with persons who were working or not working during the strike, did you issue any written instructions signed by you?

Mr. Mitchell: Objected to as immaterial unless confined to the issues of this case.

Trial Examiner Riemer: Overruled. [961]

The Witness: As I recall it, there was a message that was dispatched and later which was confirmed by sending out a written memorandum which confirmed what had already been telephoned.

Mr. Rissman: I hand you a document which I will ask the reporter to mark Board's Exhibit No. 12 for identification, and ask you if that is a copy of the dispatch to which you just referred.

(Thereupon, the document referred to was marked as Board's Exhibit No. 12, for identification.)

The Witness: This seems to be a copy. I don't remember the exact wording of these things.

(Testimony of Fred E. Pelton.)

Q. (By Mr. Rissman): Would you have the original in your files? A. I think so.

Q. Do you want to check this to determine if this is correct?

A. I have no interest in it. If you want it checked, it can be done.

Mr. Rissman: Mr. Mitchell, have you checked it with the original?

Mr. Mitchell: I have checked it with the copy that was furnished to me, and the copy which you have is a correct copy. [962]

* * *

Q. (By Mr. Rissman): Do you know to whom you distributed the document or the original or other copies of the document which is marked Board's Exhibit 12, for identification?

Mr. Mitchell: That can be answered yes or no.

Trial Examiner Riemer: Yes, it can be. Do you know?

The Witness: Yes, I do know. I do know, if my orders were carried out, I will have to say. I don't personally mail them.

Q. (By Mr. Rissman): You directed your secretary or some assistant to mail them?

A. That is correct.

Q. And you have no reason to believe that they were not mailed? A. That is right.

Q. Did you send one to Columbia Pictures Corporation? A. I presume so.

Q. To Republic Productions, Inc? A. Yes.

(Testimony of Fred E. Pelton.)

Q. To Warner Bros. Pictures, Inc.?

A. Yes, I think so.

Q. To Loew's Incorporated? A. Yes.

Q. To Twentieth Century-Fox Film Corporation?
A. Yes.

Q. To R.K.O. Radio Pictures, Inc.? [964]

* * *

A. Yes.

Q. What instruction did you give your secretary or whoever mailed this for you with respect to its mailing?

A. To send out the following notice. [965]

* * *

Q. (By Mr. Rissman): When you say "all studios" do you mean all of the members of the Association of Motion Picture Producers? [967]

* * *

Q. (By Mr. Rissman): Did you participate in the determination of the conclusions stated in Board's Exhibit No. 12 for identification?

A. No. I dispatched this as a message. [968]

Q. As a message from whom?

A. Well, as I recall, this was given to me by the chairman of the labor committee at about 4:30 p. m. on October 31, 1945, by telephone.

Q. And the chairman of the labor committee is Mr. Kahane? A. Yes.

Q. He was at that time?

A. I think so. I am not positive, I think it was Kahane. [969]

(Testimony of Fred E. Pelton.)

Q. (By Mr. Rissman): Did you have any conversation with any official of Warner Bros., Loew's, Twentieth Century-Fox, R. K. O., Columbia or Republic, any one or all or any number of those studios, regarding the information you sent out in Board's Exhibit No. 12 for identification?

A. I don't get the question. I tried to follow it carefully. Give me the opening of the question.

Trial Examiner Riemer: Read it back, please.

(The record was read.)

Mr. Mitchell: I object to that unless it is confined to on or about October 31, 1945.

Mr. Rissman: I will confine it to on or about that date.

Trial Examiner Riemer: All right.

The Witness: I don't recall everything that happened during the settlement of the strike, but as I recall, this message was given to me by Mr. Kahane at about this time to tell everybody, and that is all I recall of the detail of the thing.

Q. (By Mr. Rissman): Do you know if you had any inquiries from any of the officials of the studios I have named in the [970] last question?

A. I don't.

Q. As to the application of this additional instruction No. 2 which is Board's Exhibit No. 12 for identification?

A. No, I don't recall whether they asked me what to do or whether they had asked someone else what to do and it got around through the channels to this kind of an order to be dispatched.

(Testimony of Fred E. Pelton.)

Q. Did you have any conversation at or about the time that this instruction was issued with any official representative of the I.A.T.S.E. concerning this matter? A. I don't recall.

Mr. Rissman: That is all I have at the present time.

Trial Examiner Riemer: Mr. Mitchell?

Mr. Mitchell: No questions.

Trial Examiner Riemer: Mr. Luddy?

Mr. Luddy: No questions.

Trial Examiner Riemer: Is Mr. Pelton excused?

Mr. Rissman: I offer Board's Exhibit 12.

Trial Examiner Riemer: Is there any objection, gentlemen, to the document being received in evidence? Apparently not. It may be admitted and marked in evidence as Board's Exhibit No. 12.

(Thereupon, the document heretofore marked Board's Exhibit No. 12, for identification was received in evidence.) [971]

* * *

B. C. "CAPPY" DuVAL

a witness called by and on behalf of the National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Rissman:

Q. Will you state your name, please?

A. B. C. "Cappy" DuVal.

(Testimony of B. C. "Cappy" DuVal.)

Q. And what is your business or occupation, Mr. DuVal?

A. Business representative of Local 44, I.A. T.S.E.

Q. How long have you been business representative of that local? A. Since 1940.

Q. And you have functioned in that capacity continuously since that time? A. Yes.

Q. Local 44 is which local of the I.A.T.S.E.?

A. Affiliated property craftsmen.

Q. And are the occupations of the members of that local set forth in respondents' Exhibit 2? [974]

A. Yes.

(Testimony of B. C. "Cappy" DuVal.)

Q. Were you business representative of Local 44 during the strike in 1945? A. Yes, sir.

Q. Did you at that time, that is during the strike of 1945, request members of your organization to do the work of employees who were not working in the studios because of the strike? A. Yes.

Q. And was that request to your members pursuant to an agreement between the producers and your organization?

A. It was pursuant to my instructions from international officers.

Q. Which international officers?

A. The president.

Q. Mr. Walsh? A. Right.

Q. And were you advised by Mr. Walsh that the members of your local would be requested to work at jobs which were vacated by persons who

(Testimony of B. C. "Cappy" DuVal.)

were not working because of the strike, pursuant to an agreement between the producers and Mr. Walsh? A. No.

Q. What did he tell you about that?

A. He didn't tell me anything about it. [975]

Q. What did he say with respect to instructing your people to do other work?

A. He sent us a telegram and also a letter which has been put in evidence here and was our instructions as to what our people should do. Also in a meeting he instructed that they were to do everything within their power to keep the studios open, and were to work out of their jurisdiction in any craft that was on strike.

(Testimony of B. C. "Cappy" DuVal.)

Q. Are you referring to the telegram and letter which are in evidence as Respondents' Exhibit 3?

A. Yes, and also the other letter.

Trial Examiner Riemer: That is I.A.T.S.E. Exhibit 1 for identification.

Mr. Rissman: Yes. That isn't here.

Trial Examiner Riemer: Mr. Luddy, I believe, has it.

Q. (By Mr. Rissman): In March 1945 there were some employees who were members of your local, Local 44, who did not want to work at jobs that had been vacated by persons who were not working because of the strike, isn't that so?

A. What was that?

Trial Examiner Riemer: Read the question back, please.

(Testimony of B. C. "Cappy" DuVal.)

(The question was read.)

The Witness: A very small minority, yes.

Q. (By Mr. Rissman): Regardless of the number, there were [976] some?

A. A very small minority, yes. [977]

* * *

Q. What advice, if any, did you give the studios with respect to persons who had refused to follow the instructions of your union in connection with working outside of their own work?

A. I don't just understand what you are trying to get at.

Q. Well, you say there were some people who refused to follow your instructions?

A. That is right.

Q. And to do other work, is that correct?

A. Right.

Q. What advice did you give any of these executives of the studios with respect to whether they should or should not employ those people?

A. I didn't give them any advice that they should not employ anybody.

Q. Prior to May of 1946, did you ever advise any of the [988] studios not to give employment to any of the men named in Board's Exhibit No. 16 for identification? A. I did not.

Q. To your knowledge did anyone for Local 44 ever advise the studios to that effect?

A. Not to my knowledge.

(Testimony of B. C. "Cappy" DuVal.)

Q. If that had been done, you would know about it, wouldn't you? A. Undoubtedly.

Q. It is part of your duties as business agent, isn't it, to keep the studios advised on such matters as to who is or who is not eligible for employment?

A. I have never had an occasion to tell them not to employ anybody, except as to after these people were expelled. That is the first time I ever have advised them not to employ anybody.

Q. That is what I mean. Mr. DuVal, what are the different classifications of membership in Local 44 and what do they indicate or signify?

A. What do you mean by the different classifications?

Q. Well, we have heard testimony in the record of persons being Class A members and Class B members or permit men, and I wish you would explain that.

A. That is related to seniority, and the full seniority clause is written in the contract. I think that will explain [989] it as well or better than I can.

Q. Is it written in Respondents' Exhibit No. 2?

A. Right.

Q. Referring to Respondents' Exhibit No. 2, will you indicate for the record which sections of it cover that subject of the classifications of membership?

A. Section 68, page 21.

Q. This refers to senior group and junior group?

A. That is right.

(Testimony of B. C. "Cappy" DuVal.)

Q. Are those the same as Class A and Class B?

A. Yes.

Q. That is Class A would be the senior group?

A. Class A is the senior, and the junior group would be made up of B, C, D and E, depending on the year that they came in.

Q. Apparently those below the senior group were not spelled out. I wonder if you could tell us about those.

A. All those that were taken in prior to September 27, 1942, were A members. Anybody that was taken in from September 27, 1942 to September 27, 1943 would be B members, and anybody that was taken in from September 27, 1943 to September 27, 1944 would be C members, and so forth.

Q. Is there anything in Respondents' Exhibit No. 2, which is the contract you have in front of you, with respect to permit men? [990]

A. Nothing.

Q. What are permit men?

A. At times we have more work than we have men to cover the jobs, so then we go outside the membership and try to find people who are capable of doing it and issue them a daily permit to fill those jobs until our people are available.

Q. What is your arrangement with the studios with respect to the length of employment of permit men in any particular job classification?

A. They stay there until they are removed by us, until we have people to put in their place or the end of their job, they don't need them anymore because the job is completed.

(Testimony of B. C. "Cappy" DuVal.)

Q. In practice then, are permit men ever kept on when regular members are out of work? [991]

* * *

A. No, I said it was, yes.

Q. What do you mean by that, Mr. DuVal?

A. Well, we have men that work in a lot of job classifications or in a lot of different jobs within a classification that is a trade within itself. They might call for a very fine cabinet maker and we send a permit man over there. We might have a man come on the books who is a sheet metal man or can only work in sheet metal, so it isn't a practice to send a sheet metal man over to take a cabinet man's job because he is not capable of doing it.

Q. Even though the sheet metal man might have a higher classification of membership than the cabinet man?

A. That's right. We are not in the habit of sending people [993] there just to send them who can't do the job.

Q. In those instances where you have men of comparatively equal skills—let's say you have two cabinet makers, one was Class A member, and the other was a permit man. Which one would be given the job?

A. The member, of course. There is no argument there.

Q. And has it been the custom in the industry under the contract for the studios to do just that; namely, if a permit man is working in a job and a

(Testimony of B. C. "Cappy" DuVal.)

regular member man or a regular card holder who is qualified for that work is not working, the permit man would be laid off, wouldn't he?

A. That is not done by contract with the industry. That is done by our own supervision and our own policing.

Q. With respect to Local 44, isn't that part of Respondents' Exhibit 2 that you pointed out, Clause 68?

A. It says nothing in there about permit people.

Q. Well, is there anything in the contract with respect to permit people at all?

A. There is not, because we don't make contract with permit people. We make contracts for members, and the producers are not happy that we send permit people in there even.

Q. Well, alright, let's take the case of members. If you have two cabinet makers, one is a Class A member and one is a Class B member, under the contract is it the obligation of the producer to lay off the Class B member if the Class A [994] member is available for that work and is able to do it?

A. Not just that way, no.

Q. How does it work?

A. If in the reduction of forces there are two cabinet makers there and one is an A man and one is a B man, it is necessary that the B man go first. That is explained in the seniority of the contract. That pertains to the reduction and restoration of forces. [995]

(Testimony of B. C. "Cappy" DuVal.)

Q. (By Mr. Rissman): By restoration of forces, you mean putting people back to work who had been out of work or laid off. Is that right?

A. People—when they want men, they call us, and we take the man that is available on the call book. First we put all the A men to work if he is capable of filling the classification of the call they ask for, and then we take the C men and so forth.

Q. You take the B men after the A men?

A. After the A, then the B, then the C, yes.

Q. Now if there are permit men working and a regular card holder is not working and he is qualified to fill the job, the permit man is taken off the job, is he not?

A. If he is qualified to do the job. If a member is qualified to do the job, yes.

Q. And you do that regularly, don't you—take permit men off to make way for a card holder?

A. Occasionally, not regularly, occasionally. It doesn't [999] happen very much. It did when they first started under the contracts but now they have gotten so they understand the workings. It doesn't happen very much.

Q. When you say they have gotten to understanding the workings, you mean—

A. The man that lays them off and the foremen.

Q. The studio official in charge of those things?

A. Well, I guess you could call him a studio official or you could call him—it happens to be that all of the heads of the prop making and special ef-

(Testimony of B. C. "Cappy" DuVal.)

fects departments are Local 44 men with the exception of two.

Q. And that man knows the practice well enough so that if he has a permit man working and an A card man comes along for the job and it is the same kind of a job that the A card man can fill, this head of the department, whoever he might be, would lay off the permit man and give the A card man the job, wouldn't he?

A. Yes. I think we have got them educated enough to it and they do that now.

Q. Was it the practice last year in October 1945?

A. I wouldn't say that everybody understood the workings of it fully enough that they complied with it even as late as last year.

Q. Well, how long had that been a contract provision or [1000] requirement?

A. It went into the contract in April of 1944.

Q. Was that the first time?

A. That's right. [1001]

Q. And wherever the head of the department wasn't familiar with the practice you would straighten them out on it, wouldn't you?

A. Yes.

Q. And who would have the responsibility in the prop shop and who did have that responsibility in the prop shop at Warner Bros. in November of 1945?

A. Mr. Gibbons.

Q. It has been testified that Mr. Gibbons is a member of your union. Is that right?

(Testimony of B. C. "Cappy" DuVal.)

A. That's right.

Q. Do you know how long he has been a member?

A. I think he came in some time towards the end of 1941 or the beginning of 1942, somewhere along in there.

Q. What was his occupation if you know, when he became a member of your union?

A. The same as it is now.

Q. Is his job covered by Respondents' Exhibit 2, the contract?

A. No, it is not.

Q. That job is not listed in the classifications on page seven?

A. No, it is not.

Q. So you say you have the heads of these departments as members of your union in all cases except two, is that right? [1002]

A. Yes.

Q. Which are the two exceptions?

A. Dave Vail at Columbia and Lew Witty at Twentieth Century-Fox in the special effects—and in the prop making is also Walter Paulman, in the prop making at Twentieth Century. Otherwise in all the special effects and prop making, the heads of the departments are members of Local 44.

Q. What kind of membership do these department heads have in your local?

A. What do you mean?

Q. Is it the same as regular membership?

A. Yes.

Q. Are they eligible to hold office in the local?

A. There is nothing provided in the by-laws that stops them from it.

(Testimony of B. C. "Cappy" DuVal.)

Q. Do you know to what extent they actively participate in the affairs of the union?

A. No, I don't.

Q. As business agent you know who is active.

A. They participate the same as any other member. There is no restrictions on them. Neither is there any extended privileges on them.

Q. To your knowledge how long has Mr. Gibbons been in charge of the prop department at Warner Bros.?

A. Ever since I have been the business agent of Local 44, to [1003] my knowledge, and from hearsay for a long time beyond that.

Q. In other words, as long as you have known him he has been in charge?

A. That is right. [1004]

Cross-Examination

By Mr. Luddy:

Q. Mr. DuVal, I think you referred to this or touched upon the subject in one of the questions and answers on the direct examination. But does the fact that a man is classified, for instance, as a property maker necessarily mean that he is qualified to do any job that somebody else may be doing that is likewise classified as a property maker? [1006]

A. No.

Q. That is to say, are there jobs which come within the classification of property making which other men who are classified as property makers are not qualified to do?

A. Yes.

(Testimony of B. C. "Cappy" DuVal.)

Redirect Examination

By Mr. Rissman:

Q. On this question of your instructions, Mr. DuVal, you said you instructed the men or at least asked the men to do other work. Is that right?

A. Yes.

Q. And your request to them was pursuant to what Mr. Walsh had asked you to convey to them. Is that right? [1007]

A. Yes. [1008]

* * *

Mr. Rissman: Yes, I will do it now, just so we understand that if you do find the other, we may not be precluded from stipulating further.

Mr. Examiner, Mr. Mitchell and I have entered into a stipulation with respect to the testimony of Charles Jensen, one of the employees named in the charge and in the complaint, Jensen having been employed by Warner Bros., and his charge appearing in Case No. 21-C-2564. It is a written stipulation, but for the sake of continuity of the record, I think it might be advisable if I just read it into the record at this point. It is not very long. [1009]

Trial Examiner Riemer: That would be better, I think.

Mr. Rissman: "It is hereby stipulated by and between the undersigned that Charles Jensen if called would testify to the following facts: Charles Jensen was employed by Warner Bros. from sometime in November, 1944, to March 19, 1945. He was

(Testimony of B. C. "Cappy" DuVal.)

employed in the prop department and worked under the immediate supervision of Gus White and Jesse Sapp. James Gibbons was foreman of the prop shop at that time. Jensen is a member of Local 44, I.A.T.S.E. During the strike that started on March 12, 1945, Jensen did not go to work on March 12th or March 13th. He reported for work on March 14th and for the balance of that week performed his regular duties in the prop shop. Jensen was employed on work on miniatures. On March 19, 1945 Jensen attended a meeting in the prop shop which was addressed by Mr. Fuhrmann. On March 19, 1945, Jensen and others were asked by Francis Fuhrmann to go to work in the carpenters' shop. Jensen and others refused to work in the carpenter shop. On March 19, 1945, Jensen was given a blue slip stating that he was being taken off of the payroll because of his refusal to do carpenter work.

"Jensen is now employed at Twentieth Century-Fox Studios and since obtaining this employment in February 1946, he has no desire to be reinstated to his former position at Warner Bros. [1010]

"The foregoing stipulation is made without prejudice to the rights of the undersigned to introduce further evidence with respect to the facts set forth in this stipulation."

It is signed by me as attorney for the Board and by "O'Melveny & Myers and Homer I. Mitchell, attorneys for respondents."

This stipulation is undated but it was signed by

(Testimony of B. C. "Cappy" DuVal.)

me and Mr. Mitchell shortly before September 3, 1946.

Trial Examiner Riemer: What is the reason for the stipulation? Is Jensen unavailable?

Mr. Rissman: Mr. Jensen advised me when I interviewed him sometime in August, 1946, that he was leaving for Europe, on a trip to Europe, and he told me he was leaving about August 26th or 27th which would have been before this hearing was scheduled to open, and that he didn't expect to be back until perhaps around Christmas time.

Trial Examiner Riemer: So stipulated. [1011]

* * *

B. C. "CAPPY" DuVAL

recalled as a witness by and on behalf of the National Labor Relations Board, having been previously duly sworn, resumed the stand, was examined and testified further as follows:

Redirect Examination

(Continued)

By Mr. Rissman:

Q. Mr. DuVal, yesterday afternoon just before (Testimony of B. C. "Cappy" DuVal.)

we closed the hearing, you indicated that you would check the records of your local to determine which of the studios involved in this proceeding had employed permit men on or about the week of October 31, 1945, in jobs covered by Local 44's contract. Have you been able to do that?

(Testimony of B. C. "Cappy" DuVal.)

A. Such records as are kept, yes.

Q. What do your records show for Warner Bros. studio?

A. First let me say that these records are not kept in the regular manner. Sometime just before the end of the strike it was necessary for us to change call stewards. We tried two or three new ones out before we could get one that was satisfactory. One of them had to leave because he could not keep the record properly. At this time we were more concerned about filling calls than we were about keeping accurate records. We used to keep the names of each man each day, [1017] but it seems at this time that they simply put a check mark for a man, and these records do not show whether the man was sent in there to cover the job of sheet metal or pattern making or plumbing or something like that. It just shows that the classification of prop maker was sent in there, just one mark for one prop maker.

Q. Does it show the name of the person who was sent?

A. No, it does not, unfortunately.

Q. It just shows that a prop maker was sent?

(Testimony of B. C. "Cappy" DuVal.)

A. That is right.

Q. What does it show in that respect for Warner Bros.?

A. On the 31st of October, 1949——

Mr. Mitchell: 1949?

The Witness: 1945, I should say, it shows 14 prop makers at Warner Bros.

Q. (By Mr. Rissman): That is permit men?

A. I presume most of them were permit men. They may have sent them one or two card men, but when they started new card men they put down on this list as a job filled. You see we kept track of the jobs filled.

Q. This figure of 14 at Warner Bros. on October 31, what is that, that means that 14 persons were sent there on that day?

A. Yes, that was working there on that day.

Q. Does that figure 14 indicate how many were working [1018] there before October 31?

A. No, that shows the ones that were working there on October 31.

Q. Even though they had been working there before, or it shows they started on October 31?

A. It only shows the ones that were working on October 31, the permit people.

Q. What does it show for the rest of that week?

A. For what?

Q. Is that a daily sheet you have there?

A. Yes. I brought October, November and December with me.

(Testimony of B. C. "Cappy" DuVal.)

Mr. Mitchell: May I ask, does that figure of 14 mean there were, according to your records, 14 prop makers working at Warners or that you sent out 14 new prop makers?

The Witness: That means that there was 14 permit men there that day, and in addition there might have been one or two card men sent. We figure the permit men as one day each. Each day is a new day for a permit man. So there might be a permit man there for a month, and we would keep track of him each day as being a man there for that day.

Q. (By Mr. Rissman): Let's assume a permit man started on October 31, one of those 14.

A. Yes.

Q. Then he would also be on your count for November 1st and November 2nd? [1019]

A. Right.

Q. Assuming that he worked those days.

A. Right.

Q. That is, the fact that he started on October 31 would not mean that he does not appear on the successive days on which he worked? A. No.

Mr. Mitchell: May I ask one other question? The fact that they are on this list of yours for October 31 does not mean that they started on October 31?

The Witness: No, he might have worked before that, and he might have started a year ago.

Q. (By Mr. Rissman): Would you have any permit man on for a full year?

(Testimony of B. C. "Cappy" DuVal.)

A. Yes, we might have.

Q. Is there any time limit as to how long a man remains a permit man before he is given a card?

A. No.

Q. Would that be customary or unusual to have a permit man on as long as a year in the prop maker department?

A. That would not be unusual, no.

Q. How many permit men were at Warner Bros. on November 1st?

Mr. Mitchell: In what classification?

Mr. Rissman: In the prop making classifications of Local 44. [1020]

The Witness: 22.

Trial Examiner Riemer: 22?

The Witness: Yes, 22.

Q. (By Mr. Rissman): Are you taking now only prop makers or are you taking also green men and others?

A. Just prop makers is there. It doesn't say whether they work in the sheet metal shop or in the pattern shop and so forth. We did have a lot of permit men working in the metal shop at that time, in the sheet metal shop.

Q. Do you know how many?

A. I imagine that there was at least 12 or 14.

Q. How many do you have for November 2nd, 1945?

A. 20.

Q. November 3rd?

A. 15.

Q. November 4th?

(Testimony of B. C. "Cappy" DuVal.)

A. It doesn't show November 4th. The next is November 5th. It must have been that the 4th was on a Sunday.

Q. October 31 was Monday, 1945.

A. Was it?

Q. No, that is not correct, Mr. DuVal.

A. There is a day skipped in here, anyway. At least it shows here that the next——

Q. November 4th was Sunday. What do you have for November 5th? [1021] A. 20.

Q. Can you indicate for us the highest number of permit men in the prop making department at Warners during the month of November, so that we won't have to take unnecessary time to cover each day, that is, just glance through your records?

A. This shows that on November 8th there were 29, on November 29 there were 6.

Q. November 29th?

A. No, November 8th was first.

Q. November 8th was 29? A. 29.

Q. And November 9th? A. There were 6.

Mr. Mitchell: The next day?

Q. (By Mr. Rissman): The next day?

A. That is right.

Q. Do you know now of any reason for that drop of so many in one day?

A. No, I couldn't say what the drop was. I mean they might have had an extra large company shooting or might have had a special job that required more men for that one day. [1022]

(Testimony of B. C. "Cappy" DuVal.)

Q. Were the prop makers at Warner Bros., that is, those involved in this case and who had been discharged there on or about March 19, 1945, as card members of your local entitled to jobs over permit men?

A. Certainly. [1035]

* * *

Q. (By Mr. Rissman): Well during the strike did you have any of your members or permit men working at jobs that had been done before the strike by carpenters and painters or electricians or machinists or others who were not working during the strike?

A. Did our members do the work?

Q. Members or permit men?

A. Did the members or permit men do the work of the people who had gone on strike or those respecting the picket line, is that what you mean?

Q. Yes.

A. Yes, certainly, we had lots of them. [1040]

* * *

Q. (By Mr. Rissman): During the strike did you and your [1041] local furnish employees to the studios to work in the various jobs and classifications of persons who were respecting the picket line?

A. We furnished them employees, yes, and some of them, besides working in the job classifications in our contract, did work in the job classifications of

(Testimony of B. C. "Cappy" DuVal.)

people that were striking or respecting the picket line, yes. [1042]

* * *

Q. And was this document, Board's Exhibit No. 17—is this a copy of the Cincinnati Agreement which led to the termination of the strike in 1945?

A. This is the directive that was issued by the American Federation of Labor Council in Cincinnati, yes.

Q. And were you in Cincinnati at the time that was issued? A. No, I was not.

Q. You were here in Hollywood?

A. That is right.

Q. Were representatives of your union in Cincinnati at the time that this was issued?

A. I think President Walsh was there, yes.

Q. And in your official capacity as business agent of Local 44, were you officially advised by President Walsh or other officers of your international with respect to Board's Exhibit No. 17 for identification?

A. Advised that this was the directive?

Q. No, were you advised with respect to this document?

A. Yes, we was told this was what was to take place.

Q. You started to answer a question I asked about the payment [1045] of bonus or extra compensation to employees who worked during the strike. You said it was not exactly the way I

(Testimony of B. C. "Cappy" DuVal.)

stated it in my question, and you were trying to tell us what the fact was when you started to look at Board's Exhibit 8.

A. There was not the bonus or extra compensation.

Q. Explain it as you understand it.

A. Other than this directive——

Q. That is Board's Exhibit 17 for identification.

A. Right. There was an understanding that those that were on strike was to return to work on a certain date, and those that were in there filling the jobs were to stay on the job for a period of 60 days, until this directive could be carried out. Sorrell threatened that he would not come in the studios until those replacements had been taken out.

Trial Examiner Riemer: I am sorry. I don't get that.

Mr. Mitchell: Sorrell.

Trial Examiner Riemer: Sorrell threatened.

The Witness: At that time it was necessary for President Walsh and a representative from the producers to go back to Washington, I think it was, to meet with the Council for a clarification, and they said that they had directed that all employees, both replacements and those that were on strike, were to come in the studios for 60 days. There was a side deal made—— [1046]

Q. (By Mr. Rissman): Between whom?

A. Between Johnston and Hutchinson.

Q. Who is Johnston?

A. Eric Johnston, that is.

(Testimony of B. C. "Cappy" DuVal.)

Q. President of the Association of Motion Picture Producers?

Mr. Mitchell: Wait a minute. Let's not have that kind of a leading question. Maybe Mr. DuVal doesn't know who Mr. Johnston was at that time, and as a matter of fact he was not the president of the Association at that time.

Trial Examiner Riemer: The objection is sustained. Don't lead.

Q. (By Mr. Rissman): Who was Johnston?

A. Eric Johnston at that time was the president or secretary—I forget what you call the Association now, some national Association.

Q. Of what?

A. It escapes me. If you will say it I will tell you whether you are right or not, whether it was the merchants and manufacturers or some board or some different thing.

Q. Could it be the United States Chamber of Commerce? A. Right.

Q. When Eric Johnston made this side deal you are talking about, who was he representing?

A. At that time he was representing the producers, I presume. [1047]

Q. And he made this side deal with Hutchinson?

A. Right.

Q. You refer to William Hutchinson, the international president of the United Brotherhood of Carpenters and Joiners of America, affiliated with the American Federation of Labor? A. Right.

(Testimony of B. C. "Cappy" DuVal.)

Q. What was the side deal?

A. That they would not work the replacements alongside of the strikers. President Walsh insisted that under the agreement his people would be there for 60 days, so the studio agreed they would have them report to work.

Q. Have who report to work?

A. The replacements, for a period of 60 days, until the directive could be carried out. They took them into the studio and put them around in the studio stages and let them stay there.

Some of our people, it was a little monotonous for them to sit there, so they asked if they could go back to their regular jobs. We consented that they could either go back to their regular job or they could report in each day, as the directive had said. They were to use their own alternative, and some of them went back to their own jobs and some of them stayed and collected their 60 days pay. [1048]

* * *

Q. When you were giving us the last few answers you used the word strikers and replacements. To whom did you refer generally when you used the word strikers?

A. To the members of the Conference of Studio Unions.

Q. That is not only those persons who were members of Local 1421 that called the strike, but also the carpenters and machinists and others who did not go through the picket line, is that correct?

(Testimony of B. C. "Cappy" DuVal.)

A. I didn't say that. I said the Conference of Studio Unions.

Q. I am trying to find out what you mean by your answer. A. I mean just that. [1049]

Q. I don't know, Mr. DuVal, if this record tells us who the Conference of Studio Unions are. What do you understand you mean when you say that?

A. There is the painters and carpenters, 1421.

Q. Set decorators?

A. Right, the publicists, the machinists.

Q. Lodge 1185?

A. Right, I.B.E.W. 40. There is possibly one or two others there.

Q. You referred to their members when you used the word strikers, is that correct?

A. Right. [1050]

* * *

Q. Do you know or were you advised by any of your international officers who represented the producers at the time that the Cincinnati Agreement was arrived at?

A. Who was in Cincinnati representing them at that time?

Q. Representing them at that time, yes.

A. I am told that Eddie Mannix went. Other than that I don't know.

Q. Were you advised by anyone that Mr. Eric Johnston was there, too, representing them?

A. Yes. [1051]

* * *

(Testimony of B. C. "Cappy" DuVal.)

Recross-Examination

By Mr. Mitchell:

Q. Mr. DuVal, on the matter of this 60-day payment, when the Executive Council of the American Federation of Labor issued its directive, one of the features was that the strikers should return to work. A. Right. [1057]

* * *

Q. (By Mr. Mitchell): Now, the strikers were the members of the Conference of Studio Unions, as you have heretofore testified? A. Right.

Q. And Mr. Sorrell was the president of the Conference of Studio Unions? A. Yes.

Q. And he threatened the producers that if they left any replacements furnished by you or furnished by anybody else on the jobs of the strikers he would not quit striking, isn't that true?

Mr. Rissman: Object to the form of the question.

Trial Examiner Riemer: Overruled.

The Witness: That is right.

Q. (By Mr. Mitchell): The I.A.T.S.E. on the other hand contended that the producers had a right to and should continue to employ the replacements on the strikers' jobs, isn't that right?

A. We insisted that they would. [1059]

* * *

Q. (By Mr. Mitchell): Did an impasse arise between the producers and the I.A.T.S.E. and Sor-

(Testimony of B. C. "Cappy" DuVal.)

rell with respect to the [1060] working of replacements following the order of the executive council of the American Federation of Labor?

Mr. Rissman: I object. It calls for a conclusion, if the Examiner please. I have no objection to the witness stating the fact, if he knows what occurred.

Mr. Mitchell: Mr. Examiner, he was here all day——

Trial Examiner Riemer: Overruled.

The Witness: It did.

Q. (By Mr. Mitchell): After that impasse was reached, did anybody do anything about resolving the impasse? A. They did.

Q. Who did what?

A. President Walsh flew from here to Washington to meet with members of the Executive Board of the A. F. of L., to obtain a clarification of the directive.

Q. Who had been representing the producers, for instance?

A. I think that Eddy Mannix and I think Eric Johnston was already there.

Q. Now, were you advised as to what agreement had been reached to resolve this impasse?

A. Yes.

Q. What were you advised the agreement was that resolved that impasse?

A. I was advised that the Executive Council said that the directive meant that the strikers and the replacements [1061] would be there for 60 days, and

(Testimony of B. C. "Cappy" DuVal.)

then there was a deal made between Hutchinson and Johnston that they would not work the replacements and the strikers side by side.

Q. During this 60 days under the Executive Council's directive, the unions were supposed to try to work out their jurisdictional difficulties, and failing that an arbitration committee was to issue its award?

A. That is right. After hearings they were to make a decision which was final and binding. [1062]

Q. During this 60-day interval, while jurisdiction was being determined, it is your understanding that the replacements were to be continued on the payroll?

A. Right.

Q. But were not to work in strikers' work?

A. I didn't understand that they should not do that. I understand that the studio was to have the choice of putting them on the job, and they chose to put the strikers on the job instead of the replacements, and we were pretty much incensed about it at the time. We thought our people had been in there and they were certainly entitled to that, let them take the strikers and put them over on the stage. They hadn't done anything except try to wreck the industry.

Mr. Rissman: I move to strike out the last part of the answer, if the Examiner please.

Mr. Mitchell: I think that is a true statement. I think it should be left in.

Trial Examiner Riemer: Read the answer, please.

(Testimony of B. C. "Cappy" DuVal.)

(The answer was read.)

Trial Examiner Riemer: Strike out the last sentence, "They hadn't done anything except try to wreck the industry."

Q. (By Mr. Mitchell): What the Producers did was to take the replacements off the strikers' work and put the strikers back on it, isn't that right? A. That is right. [1063]

Q. And did Sorrell threaten that if they did not do that he would continue his strike?

A. Right.

* * *

Q. (By Mr. Mitchell): Well, when the Producers took these replacements off the strikers' jobs, what was it your understanding under the agreement made between Mr. Hutchinson [1064] and Mr. Walsh, that was to be done with these replacements?

Mr. Rissman: I object.

Trial Examiner Riemer: Don't answer. Read the question.

(The question was read.)

Trial Examiner Riemer: Overruled.

The Witness: There was no agreement between Hutchinson and Walsh as to what would be done with them.

Q. (By Mr. Mitchell): Who was the agreement between?

A. Between the—in fact, it was part of the direc-

(Testimony of B. C. "Cappy" DuVal.)

tive, of the interpretation, that both parties would remain there and be paid for a period of 60 days until they could determine jurisdiction.

Q. During that 60-day period the Producers did take the replacements off the strikers' jobs, didn't they? A. Yes.

Q. And many of those were paid during that 60-day period without doing any work? A. Right.

Q. Now, you say that some of those replacements went back to work at their regular jobs?

A. Right. [1065]

* * *

Q. Now, you say that there are numerous classifications of work done by men classified under the broad title of prop makers. A. Correct.

Q. One you mentioned as being blacksmith work.

A. Right.

Q. Name all of the various specialites, as you might call them, in the prop makers classification.

A. There is cabinet work, there is pattern making, there [1066] is carpentry, and there is rough carpentering, there is rigging, both ship and general rigging, there is sheet metal work, there is tinsmiths, there is blacksmiths, glaziers, rubber workers, plastic workers, opticians, jewelry, in fact, anything that you can mention, practically any trade you could mention. There is plumbing, there is machinists' work. I venture to say any trade that you could mention is necessary in the making of props.

Q. These prop maker members that you have, are they competent to perform all of those jobs?

(Testimony of B. C. "Cappy" DuVal.)

A. We have——

Q. I mean any one man. [1067]

A. We have people who are proficient in only one and others who might know two or three or three or four or five crafts. I don't think there is any one man that could cover all the crafts.

Q. Well, if there were a permit man employed in, let us say, pattern making specialty, would you require the studio to remove him in order to put on an A card man who was not a skilled patternmaker?

A. No, we would not.

Q. And if a studio has in its employ a permit man doing one of the property making specialties and they need him the next day, what is it the studio's custom to do?

A. The man himself is supposed to call in to the call bureau and tell them he has a call back at the studio the next day.

Q. The studio tells him they want him again tomorrow?

A. That is right.

Q. And then he is supposed to call in?

A. That is right.

Trial Examiner Riemer: If the studio does not tell him that they need the permit man the following day, then what is the customary practice for the permit man?

The Witness: In our constitution, in our contract if they do not tell a man they do not need him the next day, it is the same as a call back. [1068]

Q. (By Mr. Mitchell): If they tell him they don't need him, then what does he do?

(Testimony of B. C. "Cappy" DuVal.)

A. Takes his tool box and goes home.

Q. What is the custom in the studios with respect to the removal of permit men and the replacement of them with card men? Does the studio attend to that or does the union attend to that?

A. The studio, if it is a reduction of forces——

Q. No, no, I don't mean a reduction of forces.

Mr. Rissman: I object to the interruption of the witness merely because Mr. Mitchell doesn't like the answer.

Mr. Mitchell: Oh, I don't understand Mr. Rissman.

Trial Examiner Riemer: Go ahead, Mr. Mitchell.

Mr. Mitchell: Will you have Mr. Rissman stay out of the cross-examination, so that I can proceed?

Mr. Rissman: Would you like to have me leave?

Trial Examiner Riemer: Repeat the question, please.

Mr. Mitchell: I will withdraw the question, and let's start again, and see if we can get somewhere without interruption.

Q. (By Mr. Mitchell): Let us suppose, Mr. DuVal, that a studio has ten permit men doing, let us say, special effects work, and they need ten men to do special effects work the next day, and let's suppose that the union has on its book an unemployed A card special effects man. What is the [1069] customary practice in the industry with respect to the studio employing ten men or the union doing something about it?

(Testimony of B. C. "Cappy" DuVal.)

A. If we have members on the books, we call up the studios that have a like classification of permit men on and tell them that the permit men will have to be terminated and card men taken on in their place.

Q. Is it the custom for the studio to terminate permit men unless they are called by the union and requested so to do?

A. Not unless they are through with the job. Of course, if they are through with the job——

Q. No, I am talking about a job where the studio has ten special effects men and they need ten the next day. Is it the custom for the studio to terminate any of those ten special effects permit men unless the union calls and requests them so to do?

A. No.

Q. Is that the regular practice throughout the industry?

A. That is the regular practice throughout the industry.

Q. That is what you call the union policing the job, isn't it?

A. Right.

Q. Unless the studio happens to know the man personally, is there any way for the studio to know whether a man is a permit man or a card man? [1070]

A. We don't ask them whether we can send a permit man in there. When they call for a person to cover a certain job classification, if we have got a member we send him in and if we don't have a

(Testimony of B. C. "Cappy" DuVal.)

member we send a permit man in. That is our own prerogative, by the studio contracts. It is none of their business whether they are card members or permit men. That is our business, of course.

Mr. Rissman: I move to strike the answer as not responsive and ask the question be read to the witness so the witness can answer.

Trial Examiner Riemen: Denied.

Q. (By Mr. Mitchell): Does the studio have any way of knowing whether a man is a permit man or not? A. No.

Q. Now, with respect to the Local 44 men who were assigned during the strike to do carpenter work, were many of those men permit men?

A. Yes.

Q. Did you furnish numerous permit men to Warner Bros., for instance, to do carpentry work during the strike? A. Yes.

Q. Was it your understanding of the agreement made in Washington by the Executive Council—you mentioned Mr. Hutchinson's name—that those men even if they were permit men were to be continued on the payroll for a period of 60 [1071] days?

A. Right.

Q. And that they need not to work?

A. We insisted that they be kept on the payroll for at least 60 days.

Q. But that they need not work?

A. We did not say that they should not be worked. We would have preferred to have them

(Testimony of B. C. "Cappy" DuVal.)

worked, but the studio had the prerogative of letting which either side they wished to work. [1072]

* * *

Mr. Rissman: I offer Board's Exhibit 17 in evidence.

Mr. Mitchell: Objected to upon the ground it is simply a duplication of Board's Exhibit No. 8, and is therefore just encumbering the record.

Trial Examiner Riemer: What is the difference?

Mr. Rissman: If it is the same as Board's Exhibit No. 8, or part of it, then it won't be necessary to offer it. If the Examiner please, in comparing it I notice that Board's Exhibit No. 8, starting with the No. 1 on the first page and going through No. 5 to the end of the quotation on the second page, is identical with Board's Exhibit 17 for identification. The only difference is that Board's Exhibit 17 for identification is labelled at the top "Cincinnati Agreement, October 25, 1945." If Mr. Mitchell and Mr. Luddy know that to be the date, and will say so, then it won't be necessary to offer Board's Exhibit No. 17. [1078]

Mr. Luddy: October 25.

Mr. Mitchell: That is right, and on the other hand, just because somebody stuck a title on the top of it, it certainly is not and does not purport to be a document of any kind, I am sure.

Mr. Luddy: Board's Exhibit No. 8 is dated December 26, 1945, and refers to the Cincinnati meeting as being October 15 to 24, 1945.

Mr. Rissman: All right, thanks. [1079]

* * *

Trial Examiner Riemer: The hearing will be in order. I note the appearance of counsel.

Mr. Margolis: Yes. I would like to enter my appearance, Mr. Trial Examiner. My name is Ben Margolis, of Katz, Gallagher and Margolis, 111 West Seventh Street, Los Angeles. My firm filed the charges on behalf of the individual charging parties, except in Case No. 21-C-2660.

I have been approached by some, not all of the charging parties to appear here, but have had no word from the others, although they may wish me to appear on their behalf. However, at this time I wish to limit my appearance on behalf of the following charging parties.

I will just give the last name. I think that will be satisfactory.

Sapp, Stoica, White, Mailes, Hentschel, Hand, Lora, Lamb, Ames, Selgrath and Jensen.

Trial Examiner Riemer: That appears to be confined to Case No. 21-C-2564 and 21-C-2664.

Mr. Margolis: I haven't checked that.

Mr. Rissman: 2563 too, Mr. Trial Examiner.

Trial Examiner Riemer: Oh, Ames, yes; 2563.

Mr. Rissman: And 2562 also, Hentschel.

Trial Examiner Riemer: Hentschel. Do you appear for Hentschel? [1086]

Mr. Margolis: Yes. I read that name.

Mr. Rissman: 2562 and 2563.

Trial Examiner Riemer: We welcome your ap-

pearance, Mr. Margolis. All I can say is that I hope your presence here will not create any difficulties or add to the overwhelming burden already suffered by the Trial Examiner.

Mr. Margolis: I hope to be able to accomplish the opposite.

Mr. Mitchell: I asked Mr. Rissman to produce the original charges, and he has done so. I would like to have him stipulate with me as follows:

That in Case No. 21-C-2505, the original charge was filed on April 6th, 1945, by Joseph Cuccia;

That in Case No. 21-C-2562, the original charge was filed by Erwin P. Hentschel on July 6, 1945;

That in Case No. 21-C-2563, the original charge was filed on July 6, 1945, by Katz, Gallagher and Margolis, on behalf of Robert Ames.

Mr. Rissman: In that case also the first amended charge was filed on December 21, 1945;

That a second amended charge was filed on July 1, 1946.

Mr. Mitchell: That on July 6, 1945, the original charge was filed by Katz, Gallagher and Margolis in Case No. 21-C-2564, on behalf of Batchelder, DeSanctis, Gidlund, Hand, Jensen, Lamb, Lora, MacDonald, MacKellar, Simpson, [1087] Stoica, Bonning, White and Sapp;

That the first amended charge was filed on December 13, 1945, at which time the name of J. C. Goudie was added to the charging parties;

That on December 21, 1945, the second amended charge was filed, adding the name Charles J. Larson;

That on July 19, 1946, the third amended charge was filed, adding the names Fred Seward, B. Kenneth Coffey and Willis Howe;

That in Case No. 21-C-2660 the original charge was filed on December 13, 1945, by J. Harold Rogers;

That in Case No. 21-C-2662, the original charge was filed on December 13, 1945, by Katz, Gallagher and Margolis, on behalf of Robert L. Selgrath;

That on December 21, 1945, the first amended charge was filed in that case by Katz, Gallagher and Margolis, adding the name George I. Groth;

That on January 4, 1946, a second amended charge was filed, with respect to the same individual;

That in Case No. 21-C-2664, the original charge was filed on December 21, 1945, by Katz, Gallagher and Margolis on behalf of Eugene V. H. Mailes;

That in Case No. 21-C-2665, the original charge was filed on December 21, 1945, by Katz, Gallagher and Margolis on behalf of Forrest McLoney; [1088]

And that those charges, amended and set forth in the exhibits attached to the Board's amended consolidated complaint, constitute all of the charges filed in this case, namely, those charges as amended being Board's Exhibit No. 5.

Is that so stipulated?

Mr. Rissman: Yes, that is a correct statement of what the records of the Board show.

I may say, with respect to some of those intervening amended charges, which are not attached to the complaint, that sometimes in addition to adding the name of an employee, the name of an employee

is withdrawn, so that there were more names in some of the intervening charges than there were finally.

Mr. Mitchell, you noticed that as you went through?

Trial Examiner Riemer: So stipulated?

Mr. Mitchell: I haven't made any mention of those intervening names by reason of the fact that they aren't involved here and therefore I assumed are not material.

Now I have here a document entitled "Agreement between Producers and I.A.T.S.E. and M.P.M.O. and Local Blank thereof," which I will ask be marked Respondents' Exhibit next in order.

Trial Examiner Riemer: 8. [1089]

(Thereupon, the document above referred to was marked Respondents' Exhibit No. 8 for identification.)

Mr. Mitchell: And that I may say in passing is the typical form of so-called cover sheet which constitutes a part of the various I.A.T.S.E. contracts, and the various parties have copies of it as a part of Respondents' Exhibit No. 2.

I have here a document entitled "Wages scales, hours of employment and working conditions" with respect to I.A.T.S.E. Local No. 727, which I will ask be marked Respondents' Exhibit No. 9.

(Thereupon, the document above referred to was marked as Respondents' Exhibit No. 9 for identification.)

Mr. Mitchell: And I have here a document en-

titled "Wage scales, hours of employment and working conditions" with respect to I.A.T.S.E. Local No. 728 which I ask be marked Respondents' Exhibit No. 10.

Trial Examiner Riemer: Will you just identify for the record the jurisdiction of those locals?

Mr. Mitchell: Yes, Respondents' Exhibit No. 9 is the laborers—the I.A.T.S.E. laborers' contract. The document which I have asked be marked Respondents' Exhibit No. 10 is the lamp operators. When I say contract I mean that these wage scales with a document identical to Respondents' Exhibit 8 attached constitute the contracts of those locals.

(Thereupon, the document referred to was marked Respondents' Exhibit No. 10, for identification.)

Mr. Mitchell: And I will ask that a document entitled "Wage scales, hours of employment and working conditions" with respect to I.A.T.S.E. Local No. 80 which is the grips' local, be marked respondents' Exhibit No. 11, for identification.

(Thereupon, the document referred to was marked Respondents' Exhibit No. 11, for identification.)

Mr. Mitchell: Now without taking the time to identify each of these I am going to ask counsel for the Board to stipulate that witnesses, if called, would testify that on April 17, 1944, each of respondent producers entered into a contract respectively with Local 727, 728, 80, and with the

I.A.T.S.E. itself, which contracts consisted of Respondents' Exhibit 8, and in the case of the laborers, Respondents' Exhibit 9—no, in the case of the lamp operators, of Exhibit 8 and Respondents' Exhibit 10, and in the case of the grips, of Respondents' Exhibit 8 and Respondents' Exhibit No. 11.

Mr. Rissman: You mean April 14, the date it bears?

Mr. Mitchell: No, the documents were actually signed and dated April 17, 1944, and, as you see, are effective as of January 1st, 1944.

Mr. Rissman: I am willing to so stipulate, Mr. Mitchell. [1091] I wonder if you can tell us, however, when these contracts became effective after W.L.B. approval?

Mr. Mitchell: I can't tell you offhand but what happened was they were actually signed on or about April 17, 1944. Their effective date was specified as January 1, 1944. At that time the war was still in progress and Wage Stabilization or War Labor Board approval in the appropriate classifications was required, and those contracts were submitted to the appropriate governmental agency for approval and as the evidence already indicates to some extent, some of them were approved outright, but I don't have the date of that. I can get that for you, however. [1092]

Trial Examiner Riemer: Is the stipulation acceptable, Mr. Rissman?

Mr. Rissman: I have no objection to the identification.

Mr. Mitchell: May we consider that as evidence, or do you want me to call witnesses?

Mr. Rissman: No, you may consider it as evidence as to the date of execution.

Mr. Mitchell: And as to the fact of the execution of the document?

Mr. Rissman: Oh, yes. I am not questioning the document at all.

Trial Examiner Riemer: Then I take it you have no objection to their acceptance in evidence as well?

Mr. Rissman: I have no objection to their acceptance in evidence.

Trial Examiner Riemer: They may be admitted. These various documents which have been previously identified may be admitted and marked in evidence as Respondents' Exhibit 8, Respondents' Exhibit 9, Respondents' Exhibit 10, and Respondents' Exhibit 11.

(The documents heretofore marked Respondents' Exhibits Nos. 8, 9, 10 and 11 for identification were received in evidence.) [1093]

* * *

WILLIAM R. WALSH

a witness called by and on behalf of the respondents, being first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Mitchell:

Q. State your name, please?

A. William R. Walsh.

Q. By whom are you employed?

A. Loew's, Incorporated.

Q. In what capacity?

A. Industrial relations manager, Metro, Goldwyn, Mayer Studios.

Q. Were you employed in that capacity in March, 1945? A. I was.

Q. I will show you Board's Exhibit 10 and ask you if you recall writing that letter?

A. Yes, I did.

Q. Particularly I call your attention to the statement that "your organization has advised us you are not in good standing with it."

A. That's right.

Q. With whom did you have a conversation that was connected with Local 80?

A. Mr. Barrett, the business representative.

Q. Where was that conversation had?

A. By telephone. [1152]

Q. Can you give us the date?

A. No, I can't. I believe it was on the 1st day of November—either the 31st of October or the 1st day of November, 1945.

(Testimony of William R. Walsh.)

Q. Can you give us what was said by Mr. Barrett and yourself in substance?

A. The substance of it was that Mr. Barrett called me and told me that Selgrath was not in good standing with the union and he was not to be returned to work. He had not worked during the strike or he had gone out during the strike at some point.

Q. Are you familiar with the job classification that Selgrath had prior to his leaving the studio?

A. Yes.

Q. What was that job classification?

A. First company grip.

Q. Is that also known as key company grip?

A. Yes, it is sometimes referred to as key company grip.

Q. He referred to it as key grip. Is that the same thing?

A. All the same thing.

Q. After he left, was anybody appointed to take his place?

A. I believe during the strike, after he left, a man by the name of Reed who had been his best boy was appointed to take his place.

Q. Is that Jarl Reed? [1153]

A. I have the name as Carl Reed. Whether it is Jarl or Carl I don't know, but it is the same man.

Q. And when you say he was his best boy, what is meant by "best boy"?

A. That is the assistant to the first company grip.

(Testimony of William R. Walsh.)

Q. He was Selgrath's assistant?

A. It is sometimes referred to as second company grip.

Q. And how long did Mr. Reed continue in that capacity?

A. Well, I believe he continued in that capacity until he resigned in March of this year, 1946.

Q. Did you employ anyone to take his place?

A. No.

Q. Why not?

A. There being no need for the filling of that particular vacancy. [1154]

* * *

Q. Suppose you lay off, say, ten grips and then after four or five days you need ten more grips. How are those obtained?

A. Well, that would depend entirely upon whether they were extra grips or regular grips. Now there is in our organization what is known as the regular crew—those people that have been there for many, many years. Now how they become regular and when I don't know that, but the men know who is regular and who isn't. Your regular crew, you call those back individually. If they are extra grips, you just call the union and say, "Send me ten grips for tomorrow morning." That would obtain in all the crafts whether grips or anybody else. [1155]

* * *

(Testimony of William R. Walsh.)

Cross-Examination

By Mr. Rissman:

Q. Mr. Walsh, you say you are industrial relations manager for Loew's, Incorporated, at the Metro-Goldwyn-Mayer Studios.

A. That's right.

Q. Does that company have any other studios?

A. No, not in this country.

Q. Now when you had this conversation with Bill Barrett, the business agent of Local 80, I.A.T.S.E., did he give you any other names of persons who should not be hired or should not be returned to work? A. No.

Q. Did he submit any evidence to you in writing of [1158] Selgrath's standing in the union?

A. No.

Q. Did you discuss it with Selgrath?

A. No, I don't think I had any conversation with Selgrath from March 23rd down to that date.

Q. Was Selgrath part of your regular crew?

A. Yes. He had been there 15, 16, 17 years, something like that.

Q. How about George Groth? Was he part of your regular crew?

A. Mr. Rissman, I don't know Groth or much about him. I never saw the man. He was just one of the figures that went through this proceeding and I don't know much about him.

Q. Did you have any conversation with any other union representative at about the end of the strike

(Testimony of William R. Walsh.)

with respect to whether you should or should not employ persons who had failed to work during the strike?

Mr. Mitchell: I object to that as being immaterial unless it is confined to Selgrath and Groth, the only men here.

Trial Examiner Riemer: Overruled.

The Witness: I don't have any recollection of any. [1159]

* * *

Q. (By Mr. Rissman): I hand you Board's Exhibit 12, Mr. Walsh, and ask if you ever saw that or a copy or the original of that before. Incidentally, this is in evidence, Mr. Walsh, and you won't have to identify it.

A. I think I received that by telephone from Pelton. Many things were happening that day. I assume that was.

Q. Now, do you know what, if anything, you did with respect to the employees or type of employees mentioned in Board's Exhibit 12?

A. Well, I don't recall having anyone involved in this first situation other than Selgrath and Groth. There may have been others that I don't about. I have no recollection of having done anything about it, as a matter of fact.

Q. Did you advise your various department heads with respect to this instruction contained in Board's Exhibit 12?

A. I presume I did. I have no recollection of it. We [1162] didn't have a great deal of problems so

(Testimony of William R. Walsh.)

I imagine it was confined probably to the construction department. I don't have any immediate recollection of it.

Q. Do you remember what Bill Barrett said to you about Selgrath?

A. Well, now, not specifically except that he was in bad standing with the union.

Q. Did he tell you why? A. Beg pardon?

Q. Did he tell you why?

A. I don't think he told me why. I think we both knew the circumstances surrounding his having refused to work.

Q. What did you know about that?

A. What did I know about it?

Q. Yes.

A. I knew considerable about it, that they had asked him to do carpenter work and he declined to do it. I talked with him about it. This was before March 23rd, I believe. That's the day he left. I talked with him about it and he declined to do carpenter work and he said he would just go home until the strike was over, and that was the last I saw of Mr. Selgrath until—oh, he had been back to work some time before I saw him. I did see him once in the intervening period of time when he appeared before the Industrial Commission on a compensation matter. [1163]

Q. You offered to take him back at that time if he would do carpenter work?

A. Yes, we needed him. He was a carpenter originally.

(Testimony of William R. Walsh.)

Q. What was the basis of your asking Selgrath or people under you asking Selgrath to do carpenter work?

A. Well, he was capable of performing the work and we needed the work done.

Q. You knew that he was a grip, didn't you?

A. Certainly, and we had information from his union that they had asked people from their organization to do any work assigned to them.

Q. What information did you have from the union on that?

A. Just generally that the grips were supposed to do anything that they could do to help us out.

* * *

Q. With how many different locals or unions were you dealing prior to the strike in March of 1945—and when I say “dealing” I mean as being the exclusive bargaining agent of employees in an appropriate unit at Lowe's, Incorporated.

A. Why, I think there are 42, 43 or 44. I don't remember exactly. I may lose one here and there. I have 52 contracts I think.

Q. Local 80 covers what unit as far as your company is concerned?

A. Grips.

Q. What union covers the work of carpenters?

A. 946 prior to the strike.

Q. The United Brotherhood of Carpenters?

A. That's right.

Q. Who was striking at your plant or studio?

A. Well, I think the total got to be about 15

(Testimony of William R. Walsh.)

locals on strike—the Conference group. I don't know as I can name them all.

Q. The strike originally was called by Local 1421, wasn't it? A. That's right.

Q. And then various other unions—carpenters, electricians and others—respected that picket line or didn't go through it, isn't that right? [1165]

A. That is what they told me.

Q. Did you discuss with any representative of Local 946 during that strike your hiring or transferring of people to work into the carpenter shop or in the jobs which were covered by the contract with Local 946? A. During that period of time?

Q. Yes.

A. I haven't any recollection of it. The only time I saw the representatives was when they were on the picket line.

Q. You didn't take much time to discuss anything with them? A. Well, they were busy.

Q. Were you ever given any further advice by Barrett or anyone else connected with Local 80 about Selgrath? A. Yes, I was.

Q. Was that a written communication or telephonic? A. No, telephone.

Q. What were you advised?

A. I imagine it was around the 19th of December which was the day that Selgrath came back to work, they called me and said I could return Selgrath to work as a grip. [1166]

(Testimony of William R. Walsh.)

Q. (By Mr. Margolis): Your first company grips are not assigned to any specific job but all of them as a group do a certain type of work, isn't that so?

A. I don't believe I understand your question, Ben. If you mean are they assigned to a specific cameraman or something like that——

Q. Yes.

A. I think generally they are assigned to a particular cameraman. They become a team.

* * *

Redirect Examination

By Mr. Mitchell:

Q. Mr. Walsh, you were asked about the carpenters respecting the picket lines. Did they also join in the picketing?

A. Oh, yes, they were engaged in picketing.

Q. And did these other Conference of Studio Union groups [1167] also in addition to Local 1421?

A. Oh, yes. [1168]

* * *

GEZA GASPER

a witness called by and on behalf of the respondents being first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Mitchell:

Q. State your name, please.

A. Geza Gasper, G-a-s-p-e-r, G-e-z-a Gasper.

(Testimony of Geza Gasper.)

Q. By what company are you employed?

A. Columbia Pictures.

Q. What is your capacity there?

A. Prop maker foreman.

Q. Were you acting in that same capacity in March, 1945? A. Yes, sir.

Q. Do you recall an incident on or about March 19, 1945, when your department was engaged in making some arrows? A. Yes.

Q. Where were the shafts of the arrows on that day?

A. They were on a bench in the prop shop.

Q. What was the condition of the shafts at the beginning of the day?

A. Well, they had feathers on; they was new shafts. They was just brought in.

Q. What were they made out of?

A. They was made out of wood, feathered ends.

Q. What was the condition of the wood with respect to being new or treated in any way?

A. Well, they were factory made, varnished, I imagine; whatever it was on there, whatever they put on. They were factory made arrows. Some of them was just plain wood dowel, so that they were both new, and some that they had was old.

Q. You know Irwin Hentschel, do you?

A. Yes.

Q. He was a prop maker in your department?

A. He was.

Q. Was he working under your supervision?

(Testimony of Geza Gasper.)

A. Yes, he was.

Q. Did you have a conversation with him on that date with respect to those shafts?

A. Conversation? I did, yes. I told him that we had to have them toned down a little bit, because they was too bright.

Q. What did you tell him to do?

A. Take some—I had prepared there—I had a little lamp black and water, and told him to take a rag and rub over them to get the sheen off of them.

Q. What did he say?

A. He said that was painting, and I didn't question him any more, because I figured he did not have a paint brush in his hand, so I told him, "if you don't want to do it, why, go in and see Mr. Vail." [1209]

* * *

Q. Well, what system of aging or toning down did you use on these shafts?

A. I used, to the best of my knowledge now, I believe it was water and lamp black.

Q. Who finally did that? [1215]

A. Who finally did it?

Q. Yes. A. Prop makers in the shop.

Q. What did they do?

A. There was several of them doing it.

Q. Did they dip the shafts in it?

A. No, just dip the cloth into the lamp black, and rub it on.

(Testimony of Geza Gasper.)

Q. With a cloth? A. That's right.

Q. Tell us again just what you said to Hentschel, and what he said to you in connection with this thing?

A. Well, I walked up to him and I told him that we had to tone those arrows down, and he walked out with me to where they were and he says, "That's painting." And he says, "I won't do it." Or words to that effect.

I says, "Well, in that case, go in and see Mr. Vail." [1216]

* * *

Q. Was Hentschel the only man who refused to work on these arrows? A. He was. [1217]

* * *

Recross-Examination

By Mr. Rissman:

Q. Was Hentschel a member of the regular crew before the strike? A. He was.

Q. And when you had him standing by on a company, when he came back after the strike, that was regular prop maker work, wasn't it?

A. That's right.

Q. That wasn't any of the work that had formerly been done by the carpenters or painters or others on strike?

A. That was their regular work.

Q. How many men did you have on your regular crew?

Mr. Mitchell: When? I object to it on the ground it is indefinite.

(Testimony of Geza Gasper.)

Trial Examiner Riemer: Sustained.

Q. (By Mr. Rissman): Well, on October 31st or November 1st, whichever day it was that Hentschel came back to work, how many men were on the regular crew?

A. That would be hard to tell. I couldn't tell you. There might have been 10 or 15 men. I don't know.

Q. How many men were on the regular crew before Hentschel was terminated in March, 1945?

A. That would be pretty hard to tell, our crew fluctuates so much. It goes up and down in a matter of days. It is hard to tell how many men you had. [1222]

Q. You said a while ago the regular crew was the men you kept on even though you might not have enough work for them. How many would that be?

A. Approximately 12.

Q. Hentschel was one of those 12, you say?

A. Yes.

Mr. Mitchell: When? I object to it on the ground it is indefinite.

Trial Examiner Riemer: Fix a time, Mr. Rissman.

Q. (By Mr. Rissman): Before the strike?

A. Before the strike he was on our regular crew.

Q. What do you have to do with the requisitioning or calling of prop makers when you need more prop makers? Do you have anything to do with that?

(Testimony of Geza Gasper.)

A. I call the union, and sometimes I call the men themselves.

Q. When do you call the men themselves?

A. When they are men that are available that I might prefer that are members of Local 44.

Q. And when you run out of men you know, or men you want, you call the union, isn't that right?

A. I do.

Q. And you usually know, do you not, which men are regular A card members of the union?

A. I have quite a good knowledge of it, yes, sir.

* * *

Q. Did you have any reason on October 31 or November 1st, 1945 for not giving employment to Irv Hentschel?

A. Well, can you refresh my memory on what day that was? What took place that particular day?

Q. Well, October 31st or November 1st, either one of those days, was the end of the strike, and that is the day when the carpenters and painters and everyone who had been out, started to come back.

A. I had nothing to do with that at all.

Q. As far as you were concerned, is there any reason why Hentschel could not work there as a prop maker?

A. No, I don't.

Q. You don't know of any reason? [1228]

A. No.

* * *

Mr. Mitchell: Mr. Examiner, I am about to call witnesses from Warner Bros. with respect to the

lamp operators. The third amended charge which is attached to the complaint and introduced in evidence in this case does not contain any charge with respect to those lamp operators; namely, Kenneth Coffey, Willis Howe, or Paul Stanley. I have asked counsel to produce the original papers but they are apparently part of another file and are not here and I don't want to have to call these men back again, but I want you to understand I am not waiving the absence of that charge, if there is such an absence in this case. So far, so far as this record is concerned, there is no charge against Warner Bros. with respect to Coffey, Stanley or Howe, and I don't want to, by introducing evidence—I want it understood I am not [1251] waiving the absence of that charge. [1252]

* * *

L. M. COMES

a witness called by and on behalf of the respondent, being first duly sworn, was examined and testified as follows:

Direct Examination

Mr. Margolis: May I say something for the record? I do not represent any of the persons covered by this witness' testimony and I intend to leave the hearing room during this portion. I have no objection to the hearing continuing in my absence.

By Mr. Mitchell:

Q. State your name.

A. L. M. Comes.

(Testimony of L. M. Comes.)

Q. By what company are you employed?

A. Warner Bros. Pictures, Incorporated.

Q. In what capacity? A. Chief electrician.

Q. Were you employed as chief electrician during the period between March, 1945 and the present time? A. Yes. [1254]

Q. Do you know a man named Paul L. Stanley?

A. I do.

Q. Was he employed by Warner Bros.

A. Yes.

Q. In what capacity? A. Lamp operator.

Q. Did his employment cease at any time?

A. After the strike was over, yes.

Q. Well, prior to the end of the strike, did he cease appearing for work? A. He did.

Q. About what time?

A. About the last two weeks of the strike. He missed a number of days in between then, but just what they were I don't know.

Q. Prior to the end of the strike, did you have any conversation with him with respect to any dissatisfaction with his conduct? A. I did.

Q. About when was the first occasion?

A. I don't remember.

Q. Can you fix it at all in terms of months? Was it after the strike began? A. Oh, yes.

Q. Can you fix it any nearer than sometime between March 12, [1255] 1945 and two weeks prior to October 31, 1945?

A. I would guess that it was possibly six or

(Testimony of L. M. Comes.)

eight weeks before, or possibly a little more than that, before the end of the strike.

Q. Now, prior to this conversation with him, had you observed anything with respect to his conduct or had anything been reported to you with respect to his conduct? A. Yes.

Q. Which one?

A. Stanley. He was seen taking afternoon calls and it came to my attention that he had come in and taken the call. He would come in on the lot and report for work and punch his card when he wasn't called. I inquired about it with my assistant.

Q. Who did you inquire of?

A. Jack Ohl. I was informed that Stanley had an arrangement, that he was going to school studying, and the arrangement was that he would call in for afternoon calls and when we needed him we would give him a call to help him along. That came to my attention and he was coming in without getting a call and coming in and punching his card and going across the street to the pool hall and spending a few hours and coming in and going down to the sets and fooling around and claiming six hours' work. I told Stanley, I says, "What's this?"

He says, "Well, I had that arrangement with Jack." [1256]

I says, "I asked Jack and he said you were not to come in except when you were called in for work."

I told Stanley, "You know, this can't go on. I

(Testimony of L. M. Comes.)

should fire you, but I'll give you another chance."

He says, he thought Warner Bros. owed him that much.

I said, "Warner Bros. paid you for all the work you put in and a whole lot more you didn't put in, evidently, and they have no obligation to send you to school in the morning, and if I catch you doing any more of this, we are going to have lots of trouble" and he promised he wouldn't do it.

Q. And after that occasion, did you have anything further reported to you with respect to his conduct?

A. After the strike was over, if I remember correctly, he came in and worked a few days and at that time I believe called the office and asked Mr. Amy, one of our office men in there who called the boys on instructions, to punch his card for him, that he was busy and wouldn't be in right away. Amy told him he wouldn't punch a card for him or anybody else.

He said, "You evidently don't know what you are talking about."

Amy said he knew what he was talking about and he wouldn't punch his card or anybody else's card.

Q. Was that reported to you?

A. The following day.

Q. By whom? [1257] A. By Mr. Amy.

Q. And did you say anything to Stanley about that?

(Testimony of L. M. Comes.)

A. I did. I told him he was off our call lists as far as we were concerned.

Mr. Rissman: When was this?

Q. (By Mr. Mitchell): When was this, Mr. Rissman asked.

A. I don't remember the exact date on the thing.

Q. It was after the end of the strike?

A. Yes, I believe about a month, something like that.

Q. When you say he is off of your call list, what do you mean by that?

A. We have a regular list in the studio on what we consider regular employees that work only at Warner Bros., unless we are in a real slack period, and then we report to the local. We call them ourselves, otherwise. If we run out of that list and need more men, we call the local just for additional men, whatever number we may need.

Q. This is lamp operators you are talking about?

A. That's right.

Q. Did you tell Stanley whether or not you would put him on if the union should send him?

A. He was told that if he came in through a local call, it would be all right. It is our practice if we fire a man outright to notify the local that we no longer want him on the lot. [1258]

Q. Did you do that with respect to Stanley?

A. We did not.

Q. When Stanley came in, sent by the local, did you give him a call for the next day, then?

(Testimony of L. M. Comes.)

A. I can't answer that. If we needed the same number of men the next day, we would have, yes.

* * *

Q. Well, after this occasion when it was reported to you that Stanley had asked Amy to punch his time card for him, did you ever again call Stanley directly? A. No.

Q. Now, do you know a man named Kenneth Coffey? [1259] A. I do.

Q. Prior to the strike was he employed by Warner Bros. as a lamp operator? A. He was.

Q. What about Kenneth Coffey's ability?

A. Practically nil.

Q. Why? A. Mostly through drinking.

Q. Well, just tell me about Coffey's drinking.

A. Well, Coffey is an old, old operator. In fact, he worked for me for many long years even before I went with Warner Bros. and since then has worked off and on whenever he is able. He is not what you consider a satisfactory employee at all.

Q. How old a man is he?

A. I would hesitate to guess. He must be—I don't know. He is well along. But he one of those types of fellows that wouldn't get down to where he couldn't navigate and that sort of thing, but through being an old-timer in the business, and everybody felt sorry for him, and as long as he could get around, you would keep him on, sort of feed him the same as you would a sheep dog. He is your dog, the company's dog. So we kept him

(Testimony of L. M. Comes.)

that way. I warned him personally a couple of times about his drinking and had Mr. Ohl go down and see him several times and I told him if [1260] he didn't stop it, we would have to let him go completely.

Q. When was that?

A. That was prior to the strike—off and on over a period of two or three years, I guess, when he really got bad.

Q. Well, was he under the influence of liquor when he was on the job?

A. The man is the type of fellow that drank so much that it would indeed take an expert to tell whether he was drunk or sober.

Q. I didn't ask you whether he was drunk or sober. I asked you if he was under the influence of liquor when he was on the job. [1261]

A. Yes.

Mr. Rissman: Object.

Trial Examiner Riemer: Overruled. Read the question and answer.

(The record was read.)

Mr. Mitchell: Cross-examine.

Cross-Examination

By Mr. Rissman:

Q. Mr. Comes, let's see if we can get this Paul Stanley situation straight. You say that about six or eight weeks, maybe longer, before the end

(Testimony of L. M. Comes.)

of the strike, you had some word that he was punching in for work without having received a call?

A. Right.

Q. Where did you get that information?

A. Through our department, our own office, who issues the calls.

Q. What did they tell you?

A. They told me that Stanley was on the lot, and hadn't been called, and looked and found he had punched his card.

Q. That would be sometime in the summer of 1945?

A. I would say so.

Q. Did you fire him?

A. Not at the time, no.

Q. Did you ever fire him?

A. Never fired him insofar as paper is concerned. I simply [1262] told him we weren't going to call him any more.

Q. Well, before the end of the strike you took no action at all except to talk to him?

A. That's right.

Q. And then after the end of the strike Stanley did receive several calls from you, didn't he?

A. I believe so.

Q. And he worked?

A. Right.

Q. What did you say is your practice when you fire a man and don't want him back on the lot any more? What do you do?

A. We give him a closeout slip, and write a letter to the Local asking them not to send him to our studio any more.

(Testimony of L. M. Comes.)

Q. You didn't do that with Stanley?

A. No.

Q. You say a closeout slip, are you referring to blue slips called off payroll notices?

A. That's right.

Q. And those are given whenever you fire a man?

A. Outright. [1263]

* * *

Q. And Mr. Mitchell asked you if Coffey was under the influence of liquor when he was on the job, and you said yes. A. Right.

Q. Now, when was the first time you noticed him under the influence of liquor on the job?

A. That I can't remember.

Q. It was so long ago?

A. Right. As I say, he wasn't at the staggering stage, or anything like that, but you could tell very readily that he had been drinking, and I told him on several occasions that he would either have to stop it or I was going to have to dismiss him from the company's services.

Q. When did you tell him that?

A. I don't remember the date.

Q. Approximately?

A. I couldn't tell you, it has been over too long a period of time.

Q. Well, do you recall how long ago you first told him that you would have to dismiss him because he was coming to work under the influence of liquor? A. I don't remember.

(Testimony of L. M. Comes.)

Q. Would it be more than five years ago?

A. No, I don't think so.

Q. What is your best recollection?

A. I really couldn't say. In handling a large number of men, [1265] and only seeing them occasionally, as I do, you don't make any notes or anything of that kind, or pay any particular attention to it. You see different fellows at different times, and have a talk with them and warn them or something like that, and maybe have a check made on them by somebody else, and as long as you get no report on it, you promptly dismiss it from your mind.

Q. And you did go along with Coffey's drinking while he was on the job, and did nothing about it except, as you say, you spoke to him a couple of times?

A. That is right, and had my assistant, Jack Ohl, talk to him and kind of watch him, and asked the boys under whose supervision he was, to watch him and let me know if he didn't behave himself. They all felt sorry for him, and they let him get away with murder. They always gave him a soft job where he didn't have much work to do at all, but still they could claim they needed a man on the set for that work.

Q. And that continued on up until about the time of the strike?

A. Yes.

Q. And then you knew he didn't come through the picket line, didn't you?

(Testimony of L. M. Comes.)

A. He didn't answer his call on the 12th, I believe it was.

Q. 1945?

A. Yes, when the picket line was formed. He had taken a [1266] call the day before for that day, and didn't come in.

Q. When did you decide to let him go?

A. I didn't decide to let him go.

Q. What was your decision?

A. As long as he didn't take the call—our procedure is to make the call, and if he accepts the call for the following day and doesn't show up, or call in, or give us some reason why he didn't show up, we don't call him again. We have too many employees to fool around with the ones that don't come in on their calls. If they call in later on and want to come back to work, maybe the next day or so, why, then we may give them a call, but we don't call them any more after the first day.

Q. But you do take them back if they call in and ask for their jobs?

A. If we need men, occasionally.

Q. And if he didn't come back in the first day, after the first day of the strike, you decided not to give him a call?

A. I didn't decide anything of the kind. There was no decision to make on the thing. That is simply our procedure.

Q. Did Mr. Coffey talk to you at any time about coming back to work?

A. He has not.

(Testimony of L. M. Comes.)

Q. Do you know if he spoke to your assistants?

A. That I wouldn't know. [1267]

Q. Was it reported to you that he called any of your assistants?

A. I heard that he had called in, but I don't remember who even told me at the time.

Q. What did you hear in that respect?

A. That he called in and wanted to know about coming to work, and at that time we had 80 men working, where our regular call list is 225. We needed no more help.

Q. Did you give any instructions to any of your assistants as to whether they should or should not call Coffey?

A. Not that I can recollect.

Q. Did you issue any written notice or instruction of any kind? A. No.

Q. After the strike did you call back any employees whom you knew had failed or refused to cross the picket lines during the strike?

A. Not to my knowledge, unless they had a good reason.

Q. What do you mean by that?

A. Well, possibly some of the men were out of town or something like that, or took off as soon as the strike hit. I am presuming this. I don't remember any particular instances.

Q. I show you Board's Exhibit 12, Mr. Comes, and ask you to read that, please. Did you ever see that before, or one like it? [1268]

(Testimony of L. M. Comes.)

A. Not to my knowledge.

Q. Were you ever advised with respect to the information contained therein?

A. We were told, if I remember correctly, that men who had not been working during the strike period should report to their Local before going back to work, but I don't remember seeing any written instructions of that kind.

Q. Who gave you that oral instruction?

A. I don't remember.

Q. Well, from whom do you normally get your instructions?

A. Well, they either come through the steward of the union, or possibly through the labor relations man in our studio.

Q. By the labor relations man, to whom do you refer? A. Carroll Sachs.

Q. Was Mr. Sachs the head of the labor relations department at Warner Bros. at that time?

A. He was considered as such, yes.

Q. And is that his present position there?

A. I believe so.

Q. Did you ever advise the union that you didn't want Coffey on the lot any more? A. No.

Q. Did you ever discharge him or give him any kind of off payroll notice? A. No. [1269]

* * *

Q. (By Trial Examiner Riemer): Mr. Comes, was Stanley a member of your regular crew?

A. Yes.

(Testimony of L. M. Comes.)

Q. In the case of a man or an employee who was a member of the regular crew, is it necessary for that individual to receive a call each day before reporting for work the following day?

A. Yes, because our crews fluctuate with the requirements of production.

Q. Will you explain that in a little more detail? Just state what the practice is. Let's assume an individual is a lamp operator, and is engaged on Monday with a company. Now, what happens when that lamp operator is through work on that day insofar as his prospective or future employment is concerned?

A. He comes by the office and asks if he has a call for the following day. In the meantime we have made up call sheets for the following day for whatever production may require. It may require more men, or it may require much less, [1270] as they move out of a large set into a small one, and go into process and such things. So they all come by the window.

Q. The time office?

A. Electrical office, and we give them the call for the following day, and check it on our sheets. Now, in Stanley's case, he couldn't very well get a call for the following day unless we knew something was going on in the afternoon when he wasn't going to school. So he would call in and ask if we needed him that afternoon or not, and if we did, the boys would give him a call to report in at 2:00 or 2:30,

(Testimony of L. M. Comes.)

or whatever time they wanted him in, and if we finished our own call sheet, then we would call the Local for any additional men we might want—by number, not by name.

Q. Is it the practice, then, for all members of the regular crew to get a call in order to enable them to report for work the following morning?

A. Right. [1271]

* * *

ROBERT C. AMY

a witness called by and on behalf of the respondents, being first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Mitchell:

Q. State your name, please?

A. Robert C. Amy, A-m-y.

Q. You are employed by Warner Bros.?

A. Yes, sir.

Q. In what capacity?

A. A clerk in the electrical department.

Q. Were you employed in that same capacity during the period of the strike in 1945?

A. Yes. [1286]

* * *

Q. Do you recall an occasion when Stanley had a conversation with you about checking in for him?

A. I sure do.

(Testimony of Robert C. Amy.)

Q. When was that?

A. Well, I would place that around—let's see—about the 4th of November.

Q. 1945? A. 1945.

Q. Where was the conversation had?

A. He called me from—I imagine it was Lane's Pool Room, because one of the boys told me he saw him over there five minutes later, so he couldn't have been very far away, asked me to check him in. I told him I couldn't check him in. Who did he think he was? And he finally hung up on me after I told him I wouldn't check him or anyone else in. Then I started looking around for the cards, and found out that he had come in the day before, and I knew I didn't give him any call. So, I told Mr. Comes about it, because it was taken care of that day. We gave him a six-hour minimum, and let him in the next day, with the intention of letting Mr. Comes handle it, and when he came in the next day, I guess Mr. Comes talked to him.

Q. You fix that date as the 4th of November, was it, after the strike concluded?

A. I would like to correct that. He came out the first day we needed extra men from the local—that was the 27th—so he probably came out on the 28th. He was sent out on a [1288] call from the local, and the 29th was the day I had the conversation with him.

Q. Was this conversation that you had with him before or after the end of the strike?

(Testimony of Robert C. Amy.)

A. That was in November.

Q. You think it was in November?

A. I know it was in November. November 29th, to be exact. [1289]

* * *

Mr. Mitchell: Mr. Examiner, at page 1088 of the transcript in entering into a stipulation with Mr. Rissman yesterday I did so upon the advice that the amended charge of July 19, 1946, contained the names Seward, Coffey and Howe, as charging parties.

Trial Examiner Riemer: What case is this?

Mr. Mitchell: In Case No. 21-C-2564. I asked Mr. Rissman to produce the original charge this morning when I found that there was a possibility that those men were not charging parties. He advised me that the original charge was a part of the file in Case No. 21-C-2735 which is the Machinists' controversy that was dismissed without prejudice.

The reporter has produced that file and it appears that the third amended charge does not contain the names of those persons. I therefore ask that the following language be stricken from the stipulation that I made. I am not charging any wilful misrepresentation, but under an inadvertent misrepresentation of facts; that is, I want the following language stricken: "That on July 19, 1946, the third amended charge was filed, adding the names Fred Seward, B. Kenneth Coffey and Willis Howe."

Now what the fact is can later be proved if there is some different fact, but I want to be relieved from that stipulation entered into inadvertently.

Trial Examiner Riemer: Just that portion?

Mr. Mitchell: Yes. The rest I don't mind, I don't find anything wrong with. I don't ask to be relieved from that.

Trial Examiner Riemer: Well, I think—I don't know whether I can grant the relief requested. Just let me state my understanding that you are not stipulating with respect to the portion you have just now read into the record.

Mr. Mitchell: Very well. Now, when I introduced evidence this morning in defense against the charges filed for Coffey and Howe, I did so, stating that I did not waive the fact that apparently no charge had been filed. I now move that complaint 21-C-2564 be dismissed in respect of the charges or in respect of the portions thereof pertaining to Fred Seward, B. Kenneth Coffey and Willis Howe, upon the ground that those portions of the complaint are not based upon any charge filed by or on behalf of such persons.

Trial Examiner Riemer: What are those names again—Seward, Coffey and Howe?

Mr. Mitchell: That is correct, sir.

Trial Examiner Riemer: What about Stanley?

Mr. Mitchell: Well, I didn't even enter into a stipulation [1293] about Stanley because Stanley was not even claimed to be a party to the charge at that time.

I also move that the complaint as to Stanley be dismissed upon the same ground. [1294]

* * *

Mr. Margolis: Mr. Trial Examiner, I should like to make [1295] a statement that if counsel are not willing to accept the statement as being a correct statement of facts, I should like to be sworn and so testify. That statement is that the third amended charge which Mr. Rissman referred to and which presently appears in one of the National Labor Relations Board files was prepared by me; that is, I directed the girl to prepare the third amended charge and to insert in that third amended charge certain additional names which had not been included in prior charges. Simultaneously with the preparation of that charge I prepared amended charges in one or two other cases, also for the purpose of adding additional names. After preparing those charges I signed them in the presence of a notary and they were sworn to and notarized and then the two or three amended charges were filed by me with the National Labor Relations Board in the same manner as I have always filed charges there, and I understand that the other one or two that I filed at that time did get marked. [1296]

First of all, I should like to know whether that statement of fact on my part will be accepted. If not, I should like to be sworn and be given an opportunity to so testify.

Mr. Mitchell: I can't agree that they were filed because the record shows, so far as revealed to me,

that they were not filed. You may have handed them to the Board, but they never were filed according to the Board's record.

Mr. Margolis: Let me change my statement to say that I handed them to the Board in the same manner that I have handed all of the other charges in this case, which did have the file mark.

Mr. Luddy: Tell us how you handed them to whom you handed them.

Mr. Margolis: My present recollection is that I handed them to Mike Komaroff who was handling the case at that time because I filed a number of charges. It is possible that Mike Komaroff was not in the office at the time and I handed the charges to one of the secretaries there. I couldn't be absolutely certain about that, but I am certain that I either handed them to Mike Komaroff who is a Field Examiner for the National Labor Relations Board, or to one of the Board's secretaries.

Trial Examiner Riemer: All right.

Mr. Luddy: When?

Mr. Margolis: Well, on or about the date that it bears. [1297] I know I swore to it and I am pretty sure I took it in the same day, but it is possible it was the next day.

Mr. Mitchell: I am willing to accept Mr. Margolis' statement as to what he did. I don't want to imply that the document was filed because Mr. Rissman's statement—we are getting so many statements here I don't know what is in evidence and what isn't in evidence. I am willing to accept Mr. Margolis' statement on the assumption that it is conceded

that the document that he handed to the Board does not bear any notation under date filed. Isn't that right?

Mr. Margolis: That is right. It does not bear any notation and my statement of fact does not purport to include any statement that it bears a notation. It is only what I did. I prepared it, swore to it, and submitted it to the Board in the manner I have indicated. [1298]

* * *

FRANCIS E. FUHRMANN

a witness called by and on behalf of the Respondents, being first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Mitchell:

Q. State your name, please.

A. Francis E. Fuhrmann.

Q. You are employed by Warner Bros?

A. Yes.

Q. In what capacity?

A. Head of the technical department.

Q. What does the technical department include?

A. It consists of carpenters, grips, painters, machinists, tinnerns, prop makers, laborers, staff men, green men, plumbers, scenic artists, painters.

Q. Were you also head of the technical department in March, 1945? A. Yes, sir.

Q. And have been since that date.

A. I have been since that day.

Q. There has been testimony here, Mr. Fuhr-

(Testimony of Francis E. Fuhrmann.)

mann, as to a [1338] statement you made or are claimed to have made on March 19th, 1945. For example, Mr. Batchelder testified that you told the prop makers at a meeting that if they didn't do carpenter work, "You will not work in the motion picture industry again." That is at page 236.

Mr. White testified at pages 140 and 141 of the transcript in which he said that if the prop makers didn't do carpenter work, "We would never work in the studio again," and various other employees testified to either one or the other or both of those statements.

What did you say to the employees with respect to what would happen if they didn't do carpenter work? [1339]

* * *

The Witness: They asked me if they refused to do carpenter work, what would happen to them. I stated if they refused to do carpenter work, they would be terminated with the studio and would no longer work there. [1339]

Q. (By Mr. Mitchell): Did you say anything about that, that they would no longer work in the industry? A. No, sir.

Q. Did Warner Bros. actually employ some of those men who had refused to do carpenter work?

A. Yes. At the time of the morning crew, there were 38 men issued blue slips and 50 per cent of those or more returned to do work on the 23rd of March, as well as some of the men that did not return until at a later date, that were issued those slips.

(Testimony of Francis E. Fuhrmann.)

Q. Well, even after the end of the strike, did you employ some men who had refused at all times during the strike to work? A. Yes, we did.

Q. To do carpenter work?

A. We employed a Harold Rogers who had refused. We employed a Paul DeSanctis who had refused.

Mr. Margolis: May I have those two names, please?

The Witness: Paul DeSanctis and Harold Rogers and Mr. Donald MacKellar has also been employed.

Q. (By Mr. Mitchell): He was one of those that refused? A. Yes, sir.

Q. Was a man named Horner handed a blue slip?

A. Harold Horner was handed a blue slip. [1340]

Q. Was he re-employed?

A. He was re-employed, also. Mr. George Snell was re-employed, also.

Q. Snell was handed a blue slip?

A. Yes.

Q. Now, Mr. William G. White testified as page 124 that he was foreman in charge of the prop shop on the morning shift. A. Correct.

Q. That was so on and before March 19th?

A. On and before March 19th.

Q. Did you replace him with another man?

A. Yes.

Q. Who?

A. He was replaced with Mr. James Peck.

(Testimony of Francis E. Fuhrmann.)

Q. And did Mr. James Peck continue to be foreman in charge of the morning shift?

A. Yes, he is foreman to this time, at the present date.

Q. When did you replace him?

A. Pardon?

Q. When did you replace Mr. White?

A. Replaced Mr. White on March the 19th, the day he refused to work.

Q. Mr. Sapp testified that he was a prop and miniature gang boss working on the morning shift. Did you replace him? [1341]

A. He was replaced by Mr. Robert Smiley.

Q. When?

A. As of the same date, on March the 23rd when the men started back to work.

Q. And how long did Mr. Robert Smiley continue in the job formerly held by Mr. Sapp?

A. He is still there in that position.

Q. Mr. Stocia testified that he worked on the morning shift in the hardware shop.

A. Correct.

Q. Which was a shop in which he alone worked with some other laborer or some laborer.

A. That is correct.

Q. Did you replace Mr. Stocia?

A. Yes, Mr. Stocia was replaced by Ed. Mailes.

Q. M-a-i-l-e-s? A. Yes.

Q. And when did you replace Mr. Stocia with Mr. Mailes? A. March 23rd.

Q. And how long did Mr. Mailes continue to perform that job?

(Testimony of Francis E. Fuhrmann.)

A. He is still in there at the present time.

Q. Mr. William J. Simpson testified that he was a prop and miniature gang boss. Did you replace him?

A. He was replaced by Mr. Pat Beamer.

Q. When was he replaced? [1342]

A. On that date, March 23rd.

Q. March 23rd? A. Right.

Q. And has Mr. Beamer continued to hold the job formerly held by Mr. Simpson?

A. He is in that present job.

Q. Mr. Carl H. Gidlund testified that he worked as a prop maker in sheet and metal works. Did you replace him?

A. He at the time was working in the sheet and metal works with four other men who did similar work. We have not replaced him. We have had no additional tin work except that the men that are there that are capable of handling it. He was there with Eggenweiler, Jingles, Zaebish, and Robert Bonning. They all worked on the same type of work, and at no time have we had quantities of work where we have employed any additional men in that particular line of work.

Q. Have you either taken on new men or had any men returned for various reasons since October 31, 1945? A. Yes, we have. [1343]

Mr. Mitchell: I have a document here entitled, "Prop Makers Called Between October 31, 1945 and September 14, 1946" with the heading "Called Directly or Returned After Leave of Absence" which

(Testimony of Francis E. Fuhrmann.)

I will ask be marked Respondents' Exhibit next in order.

(Thereupon the document above referred to was marked Respondents' Exhibit No. 13 for identification.)

Mr. Mitchell: And I have another document here entitled, "Prop Makers Called Between October 31, 1945 and September 14, 1946, Called Through Local 44," which I will ask be marked Respondents' Exhibit next in order.

(Thereupon the document above referred to was marked Respondents' Exhibit No. 14 for identification.)

Q. (By Mr. Mitchell): Now, turning to Respondents' Exhibit 13 for identification, the first name is R. Dibb Sr. and under the word "On" it says "11-12-45." What does that mean?

Mr. Rissman: I object to any questions on these documents until they are identified and received in evidence.

Mr. Mitchell: Well, we can't get them in until we get them identified.

Trial Examiner Riemer: Overruled.

Mr. Rissman: I want to know what these are.

Trial Examiner Riemer: Overruled.

Mr. Mitchell: Read the question. [1344]

(The question was read.)

The Witness: Be back on payroll at that date after a sick leave.

(Testimony of Francis E. Fuhrmann.)

Q. (By Mr. Mitchell): What does that "S.L." mean? A. Sick leave.

Q. And it says under "Off": "8-4-45." What does that mean?

A. That is the date he was taken off of the payroll due to sickness and automatically returned after that period of illness.

Q. Is it your custom to automatically return a man after he has been sick?

A. Anyone that has been sick we automatically allow them to come back to work without a call.

Q. Now, the second name on that list is Faggard. After his name are the letters "Vet." What does that mean?

A. He is a veteran, returned from the service.

Q. And under the word "Off," what does that mean—"9-10-46?"

A. He was off at that time for a vacation period from 9-10-46 and back to work 9-30-46.

Q. Have you any records from which you can determine whether that "46" should be "45?"

A. No, I have not.

Q. The next name is H. O. Galley with the letters "L. A." after that. What does that mean?

A. Leave of absence. [1345]

Q. Where it says "Off, 11-19-45," what does that mean, that he went on leave of absence?

A. Off on that date and returned on January 7th, 1946, after a leave of absence. He came back automatically.

Q. Do men given a leave of absence also come

(Testimony of Francis E. Fuhrmann.)

back automatically without a call? A. Yes, sir.

Q. The next name is Mullan.

A. Mullan.

Q. He was on leave of absence?

A. Leave of absence from the 23rd of March, 1945, until the 12th of November, 1945, when he returned to work.

Mr. Rissman: If the Examiner please, may I have a continuing objection to these questions from a document that has not been identified, we know nothing about, and may be Mr. Mitchell's notes, for all we know?

Trial Examiner Riemer: Yes, sir.

Q. (By Mr. Mitchell): The next name is Schnell. What was his job classification? What did he do particularly? A. Pattern maker.

Q. Pattern maker?

A. Pattern maker. He was called in as such.

Q. Are any of the charging parties here capable of doing pattern making work?

A. No, they are not. [1346]

Q. And again these dates "Off" and "On" show when he went off the payroll and when he came on?

A. On and off, when he came back on, as we had pattern work for him to do.

Q. Horner, what does he do?

A. Pattern maker.

Q. And the same is true with him as to being on and off? A. On and off.

Q. Beamer?

A. Beamer was on a sick leave.

(Testimony of Francis E. Fuhrmann.)

Q. He was on a sick leave from 4-26-46 to 8-13-46. Is that it?

A. He started work on 4-26-46 and took his sick leave on 8-13-46. [1347]

Q. And he is still on sick leave or was on September 14th? A. Yes.

Q. Eggenweiler was on sick leave and came on on the dates indicated?

A. He was on and is again off on sick leave.

Q. Pollard was on leave of absence?

A. He was on leave of absence.

Q. Will you explain about these numerous dates on Pollard, please?

A. On Pollard, yes, sir, he was first employed on May the 12th, 1945, and was on leave of absence——

Trial Examiner Riemer: April 12th?

The Witness: April 12th, 1945, I beg your pardon. On September 8, 1945, he was taken off and return again on the 29th of September, 1945. He was then off on 11/30/45, November 30, 1945.

Q. (By Mr. Mitchell): Did he go off on leave of absence or what, then?

A. At that time he went off on a leave of absence, was called back on December 12th on the settlement case with the other boys and was taken off on December 29th. Then he was called back through the local on April the 3rd, 1946.

Mr. Rissman: May I have the last answer read, please?

(The record was read.)

(Testimony of Francis E. Fuhrmann.)

Q. (By Mr. Mitchell): Davis shows "Vac.," what does that mean? [1348]

A. Vacation.

Q. When did he go on his vacation?

A. On November 16, 1945.

Q. He returned when?

A. November 28, 1945.

Q. Hampton shows he is a veteran?

A. Yes, returned November 5, 1945, is working and has worked steadily since.

Q. The same is true of Larson, only the date is 11-7-45? A. Correct

Q. Townsley, when did he go on vacation?

A. On November 3, 1945, returned on November 13, 1945.

Q. Brendel was a veteran who was reinstated on 11-6-45? A. Correct.

Q. Moreland was a veteran, reinstated on January 17, 1946? A. Correct.

Q. Reese?

A. On sick leave from November 24, 1945, returned January 8, 1946.

Q. Rhoades?

A. A veteran returned April 1, 1946.

Q. Baker and L. C. Beamer were both on sick leave and went off and returned on the dates indicated? A. Correct.

Q. What about Cheek? [1349]

A. Cheek is a returned veteran.

Q. Well, when did he return from being a veteran—1-21-46? A. 1-21-46.

(Testimony of Francis E. Fuhrmann.)

Q. And what was period off from 7-8-46 to 8-20-46?

A. That I could not say—leave of absence or time taken off.

Q. What about Hager?

A. Hager was taken off on vacation, off from December 23, 1945, until January 2, 1946.

Q. What was his work?

A. Hager is a pattern maker.

Q. Stafford?

A. Stafford was on vacation from December 22, 1945, until January 3, 1946. [1350]

Q. Now turn to Respondents' Exhibit 14 for identification. The first name it shows Alsdorf off from 3-8-45 and on again 11-12-45. Where was Alsdorf during that period?

A. During that period he had been home sick from the 8th of March, 1945, until November 12th, 1945.

Q. What did Alsdorf do before he was sick?

A. The afternoon man in the hardware room.

Q. And when he got through being sick what did you assign him to doing?

A. He returned in the hardware room on the afternoon shift.

Q. Now there are numerous other names on this list with dates of when they went off and when they were called. Just how did you get those employees?

A. These men were called through the local.

(Testimony of Francis E. Fuhrmann.)

Q. And when you say "called through the local," what do you mean?

A. If we had an increase of work in the prop shop, we would call the local for five additional men or six additional men, whatever was necessary, and they would send us out the men to fill that call.

Q. And were they called on the dates indicated?

A. They were called on the dates indicated.

Q. And were they off again on the dates indicated?

A. They were taken off the payroll on the dates indicated.

Q. Now up to September, 1946, had any prop maker been [1351] reinstated or called since October 31, 1945, except those on Respondents' Exhibit 13 and 14 for identification?

A. No others were called.

Mr. Mitchell: I will offer Respondents' Exhibit 13 and 14 for identification in evidence.

Trial Examiner Riemer: I will reserve ruling on the offer.

Q. (By Mr. Mitchell): Now, these exhibits show the dates but I would like you to tell me when was the first date after October 31, 1945, on which you called any new employee to do work which any of these charging parties are capable of doing.

Mr. Rissman: Will the witness explain what he is looking at?

The Witness: Yes, that is a list showing the dates of the men called from the local that are regu-

(Testimony of Francis E. Fuhrmann.)

lar prop makers which these men here are capable of doing.

Q. (By Mr. Mitchell): And that list you have in pencil was taken——

A. From Respondents' Exhibits 13 and 14.

Q. ——from Respondents' Exhibit 13 and 14?

A. Yes. Williams was the first one, on the 4th day of February, 1946.

Q. Now, just a minute, before you go through that. That means in between October 31, 1945, and February 1, 1946, no [1352] new employee was hired to do work of which these charging parties are capable of doing?

A. Correct.

Q. There are various persons shown on Exhibits 13 and 14 as coming to work prior to that January date, and on Exhibit 13 in many of the instances there are letters "S.L." That means sick leave?

A. Sick leave.

Q. Vacation? A. Vacation.

Q. And veteran? A. Correct.

Q. You recognize an obligation to returned veterans ahead of anybody else?

A. Yes, sir.

Q. And there are a few names on Respondents' Exhibit 13 which don't contain any notation. For instance, Schnell, I think you already said was a pattern maker, and these men can't do pattern making.

A. Correct. [1353]

Q. Horner? A. Pattern maker.

Q. All right. When was the second man called after October 31, 1945, to do work of which these charging parties are capable?

(Testimony of Francis E. Fuhrmann.)

A. Mr. Kidwell, on February the 11th.

Q. The 3rd?

A. The third man, Mr. Sturm, on February the 12th.

Q. The fourth?

A. Mr. Harold Rogers, in February, the 12th.

Q. The fifth—by the way, Harold Rogers is one of these charging parties? A. Correct.

Q. The fifth?

A. Mr. Meehan on February the 20th.

Q. The sixth?

A. Mr. Martinnelli on the 25th of February.

Q. The seventh?

A. Mr. Goodwin, March 7th.

Q. The eighth?

A. Mr. Bruno, March 18th.

Q. The ninth?

A. A Mr. Burr on March the 18th.

Q. The tenth?

A. Mr. Van Kesteren on March 18th. [1354]

Q. Do you have a man named Jingles?

A. Jingles is at the present time on a gang boss rate.

Q. How about Zabish?

A. Zabish is off the rate at the present time. He has been on for a long while.

Q. How about Mullen?

A. Mullen is a gang boss. He is off at the present time and is replaced by Paul Lunceford as a gang boss. He is on a leave of absence.

Q. How long has Jingles been a gang boss?

(Testimony of Francis E. Fuhrmann.)

A. On and off for the past two or three years.

Q. Well, was he during the period of the strike?

A. During the period of the strike he was a gang boss.

Q. Was Zabish a gang boss during the period of the strike? A. Yes, sir.

Q. Was Mullen a gang boss during the period of the strike?

A. He was off during the period of the strike on a leave of absence.

Q. Was he a gang boss prior to his being off?

A. He was gang boss prior to that for a number of years on the night shift. At the termination of the strike he returned as a gang boss on the night shift.

Q. What kind of gang bossing did Mr. Sapp do prior to March 19, 1945?

A. Gang bossing of any miniature or prop work that had to [1355] be done. We had similar gang bosses, depending on the amount of work in the prop shop.

Q. Did he do layout work?

A. He did layout work as all gang bosses do layout work.

Q. After the end of the strike how did you obtain new employees?

A. By calling the local.

Q. For instance, how did you obtain Alsdorf?

A. Called the local.

Q. How did you obtain DeSanctis?

(Testimony of Francis E. Fuhrmann.)

A. Called the local.

Q. How did you obtain Rogers?

A. Through the local.

Q. How did you obtain McKenna?

A. Through the local.

Q. MacKellar, I mean.

A. Through the local.

Q. Did you need any prop makers, any new prop makers, other than those on Respondents' Exhibit 14?

A. No others up to that date, the dates indicated. [1356]

* * *

Q. Since October 31, 1945, how have you hired grips? A. Through the local.

Q. When you say "through the local," what do you do to get grips?

A. Call the local and tell them we need 10 or 20 grips, and whoever they send out we put to work.

Q. Do you ask for them by name?

A. We do not. [1359]

* * *

Cross-Examination

By Mr. Rissman:

Q. Mr. Fuhrmann, in enumerating the various types of employees— A. Yes, sir. [1360]

Q. —in the technical department you used what I understood to be word "staff" men.

A. Plaster Paris staff shop. That is all your

(Testimony of Francis E. Fuhrmann.)

modeling work, the plaster of Paris work comes under the staff shop.

Q. Now, under you, what employees do you have in charge of these various departments?

A. There are foremen and department heads in charge of each group of men.

Q. How many department heads are there and who are they?

A. The department heads would be Mr. Gibbons as head of the prop shop, Mr. Ketcham, head of the grip department, Mr. Robert Green as head of the paint department. All other department heads are termed foremen, as foreman of the machine shop, foreman of the tin shop, foreman of the carpenters, foreman of the plumbers, foreman of the staff shop. There is also one foreman of the special effects and powder department, and one other department head, head of the labor department, also head of the green department and nursery work. [1361]

Q. And do these various department heads and foremen have supervisory employees working under them?

A. Yes, they have.

Q. What is the line of supervision from the department head down?

A. The supervision under department heads are foremen, and then gang bosses.

Q. And what is the line of supervision under these foremen who are in charge of shops—machine shops?

(Testimony of Francis E. Fuhrmann.)

A. Gang bosses under the foremen.

Q. And are all of these gang bosses members of the particular union which bargains for employees in any category?

A. They are all members of unions that they represent excepting the head of the labor department. He has no affiliation. The head of the carpenter shop has no affiliation.

Q. Mr. Gibbons and Mr. Ketcham, however, are members of Local 44?

A. Local 44 and 80.

Q. Respectively? A. Right.

Q. Now on March 19th, 1945, you addressed the employees, did you not? A. Yes, sir.

Q. How many times?

A. I addressed all of the employees of the I.A. crafts and [1362] other jurisdictions that were not on strike, one time in the carpenter shop as a whole, after which I went to the grip department and addressed the grips. I then went into the prop department and addressed the prop makers.

Q. Now, when you addressed the employees at those three different places were you accompanied by any representatives of the International Alliance of Theatrical and Stage Employees?

A. On the first time that I addressed the entire personnel in the technical department there were present Mr. Brewer, Mr. DuVal, Mr. Billingsley and Mr. Barrett.

Q. How did those persons happen to be there at that time?

(Testimony of Francis E. Fuhrmann.)

A. They addressed the entire group on behalf of the I.A.T.S.E. in asking that they do any work that might be asked of them to do by management, after which I addressed the entire group and told them to go back to their respective shops and that in due time I would ask certain crafts to do whatever work I thought necessary to instruct them.

Q. When was the first time you asked any employees under your supervision to do work which had formerly been done by persons who were not working because of the strike?

A. The first group of men that I asked to do such work were the grips. They were addressed on March the 19th at approximately 12:15, along about that time.

Q. What did you ask the grips to do? [1363]

A. I asked the grips to go into the carpenter shop, go on to these stages and erect sets.

Q. Do you recall what you said to them when you made that request?

A. As I recall I told them that I spoke for management and expected them to do whatever work was asked them to do and expected them to do anything that we could to continue production.

Q. When was the next time you asked any group of employees to do the work which had formerly been done by employees who were out because of the strike?

A. I would say that on the same date, approximately a quarter of 1:00 or 1:00 p.m., I asked the

(Testimony of Francis E. Fuhrmann.)

entire morning shift of prop makers to do carpenter work.

Q. Was that meeting held in the prop shop?

A. That meeting was held in the prop shop.

Q. And who was present in addition to you and prop makers?

A. There was just myself and the prop makers, no one else.

Q. Approximately how many prop makers were present at that time?

A. I believe there were 38 men on the morning shift that were present.

Q. And what did they tell you after you asked them to go in the carpenter shop?

A. They refused to go in the carpenter shop.

Q. And after they refused, did you cause the blue slips to be made out to them?

A. After they were told to go in the carpenter shop and they refused to, I told them to go about their work. I then reported to management that the men would not do the carpenter work and was told to terminate their employment.

Q. To whom did you report?

A. To Mr. Sachs.

Q. That's Carroll Sachs? A. Yes.

Q. And is he the one who told you to terminate them? A. Yes, sir.

Q. And did you then cause the blue slips to be made out? A. That is correct. [1365]

(Testimony of Francis E. Fuhrmann.)

Q. (By Mr. Rissman): How did you know that the prop makers wouldn't go to work in the carpenter shop?

A. They told me they would not go in and do the work. [1367]

Q. Who told you?

A. The prop makers.

Q. Any particular ones?

A. No particular one, the group as a whole.

Q. Well, didn't they all talk or did only certain ones talk?

A. *They* I could not say. They refused as a group.

Q. Do you recall any one prop maker who spoke up and said he wouldn't go into the carpenter shop?

A. No. They had no spokesman for them.

Q. Well, you didn't go around and ask each one, did you?

A. No, sir, I addressed them all as a group.

Q. And on the basis of what response they made you reported to Mr. Sachs?

A. To Mr. Sachs.

Q. Thereafter after made out the discharge slips, is that right?

A. Correct. [1368]

* * *

Q. (By Mr. Rissman): What reasons were given to you by the prop makers for their refusal to go into the carpenter shop?

A. The carpenters were their personal friends.

Q. Any other reasons?

A. That is all.

(Testimony of Francis E. Fuhrmann.)

Q. Did any of the prop makers tell you they didn't want to be scabs and strike breakers and that was the reason they didn't want to go into the carpenter shop?

Mr. Luddy: Objected to as immaterial.

Trial Examiner Riemer: Overruled. What is the answer?

The Witness: No, sir.

Q. (By Mr. Rissman): Did any of them tell you that they didn't think it would be fair to take the work of people who were not working because of the strike?

Mr. Luddy: Objected to as immaterial.

Trial Examiner Riemer: Sustained.

Q. (By Mr. Rissman): Well, Mr. Fuhrmann, what is the significance of a blue slip at that meeting?

A. Termination of employment. Whenever work is such that production slacks down, we terminate all employees with a layoff slip which clears them from our payroll and enables them to seek employment at any other studio.

Q. Are blue slips given when you discharge a man?

A. Yes, sir. [1370]

Cross-Examination

(Continued)

* * *

By Mr. Rissman:

* * *

Q. In addition to that type of payment, was there any other extra payment to persons who were

(Testimony of Francis E. Fuhrmann.)

kept on the payroll in the classification in which they worked during the strike?

A. No. There was a 60-day settlement, from the 31st of October to the 29th of December.

Q. What did that involve? Will you explain that?

A. That involved the men that were kept on the payroll after the 31st of October; the prop shop and the machinists.

Q. With respect to the machinists, you said they were kept on the payroll as machinists, but they performed no work as machinists, is that right?

A. Excepting those that might have come from the prop shop that went back into the prop shop.

Q. And the others, what did they do?

A. They just stayed on the lot.

Q. Were there any others in addition to machinists in that status?

A. Yes. We had those that were performing the work of the painters that were on the 60-day settlement.

Q. Were there any others?

A. Just the painters and the——

Q. You have given us painters and machinists so far.

A. And the additional men that worked in the carpenter shop. [1389]

Q. What was the basis of the pay to those people who were involved in what you call the 60-day settlement?

(Testimony of Francis E. Fuhrmann.)

A. I believe it was based on the minimum pay per day for 60 days.

Q. For the particular jobs that they had held?

A. Jobs in which they were working.

Q. Was that a daily or an hourly rate?

A. That was an hourly rate.

Q. Are you able to tell us how many persons in your departments were involved in what you call the 60-day settlement?

A. Approximately 160 men.

Q. That is in addition to the several hundred who received their extra compensation for working outside of their own work, is that correct?

A. Yes, sir.

Q. When did these men, the approximately 160 men involved in this 60-day settlement receive their compensation for that 60-day period?

A. I believe they received it weekly, up to the 29th of December.

Q. They received it during the 60-day period?

A. Yes. [1390]

* * *

Q. During the strike of 1945 you had a lot of men from I.A.T.S.E. locals doing work which was not being done by them before the strike. Isn't that correct? [1401] A. Yes, sir.

Q. And before returning those people to their former jobs or their regular I.A.T.S.E. jobs, did you confer with the business agent of the particular locals involved?

(Testimony of Francis E. Fuhrmann.)

A. No, sir. They went back to their respective shops and were put to work on the work they had done previously.

Q. Now, you testified that on March 19th, 1945, you issued or passed out, either directly or through your subordinates, 38 blue slips. Is that correct?

A. Correct.

Q. Was that to all of the prop makers on the morning shift that day?

A. Yes, sir.

Q. You didn't skip any of them or omit any of them?

A. Not that I know of.

Q. If you did, it was inadvertent?

A. That is right.

Q. And some of those 38 came back to work within a few days after March 19th, didn't they?

A. Correct.

Q. What did you do, rehire them as new employees?

A. No, they had never been taken off payroll.

Q. Well, what was the effect of the blue slip?

A. The effect of the blue slip was to clear them from payroll, but some of them returned to work.

Q. Before the actual bookkeeping was done?

A. Yes, sir.

Q. Did you take back within a few days after March 19th, 1945, any of the prop makers who would not agree or did not agree to work outside of their jurisdiction?

A. Yes, a number of them came to work. Some worked for one day and left. Others have continued to work since.

(Testimony of Francis E. Fuhrmann.)

Q. Well, when they came back after March 19th—what date was that when they did come back?

A. On the 23rd of March.

Q. When they came back on the 23rd, were they all asked to go into the carpenter shop?

A. Yes, sir.

Q. Did they all go in, those that came back?

A. No, this certain group did not go in.

Q. Which group?

A. I believe they were the gentlemen present here, approximately 14 or 15 men.

Q. We know about those. That is why we are here today. But of those who went back to work on March 23rd, did you take any back on that day unless they were willing to go into the carpenter shop on that day? A. No.

Q. And the only way any of them could have gone back to work after March 19th, 1945, was by being willing to go into [1403] the carpenter shop. Is that correct?

A. By being willing to go into the carpenter shop or if we had prop work to do, they would come in as prop makers. [1404]

* * *

Cross-Examination

By Mr. Margolis:

Q. Mr. Fuhrmann, I wonder if you would take a copy of Respondents' Exhibit 13, and have it in front of you.

(Testimony of Francis E. Fuhrmann.)

Do you have that in front of you?

A. That is this one here, I believe? Yes.

Q. Take the first name on there, R. Dibb, Sr.

A. Yes, sir.

Q. There is no on date for him. Does that indicate that Mr. Dibb went to work for the studio sometime prior to the beginning of the strike?

A. Yes.

Q. And worked up to 8-4-45?

A. Correct.

Q. Do you know of your own knowledge that Mr. Dibb was on sick leave during the period from 8-4-45 to 11-12-45?

A. Yes, sir.

Q. Don't you know, as a matter of fact, that Mr. Dibb took a trip to Seattle during that period, and was not sick at all?

A. He was sick on and off during that period. He lost his son during the war, which greatly upset him, and he had been ill on and off. Whether he took a trip during that priod would [1410] be strictly up to him, and have nothing to do with his sick period at all, and being returned to work. He would automatically come to work after that period.

Q. When he came back to work on 11-12-45, did you lay off somebody to give Mr. Dibb his job?

A. No, sir.

Q. Did there happen to be an increase of work just about the time that Mr. Dibb came back?

A. There may have been or there may not have

(Testimony of Francis E. Fuhrmann.)

been. He would still be eligible to come back to work, as are all of our employees, regardless of what department they work in.

Q. In other words, your regular employees are eligible——

Trial Examiner Riemer: Wait a minute. Had you finished your answer, Mr. Fuhrmann?

The Witness: Not quite.

They are all eligible, if they have a leave of absence or sick leave, to come back to work without a direct call from us.

Q. (By Mr. Margolis): Your regular employees are kept on, whether or not there is work for them, is that right? A. No.

Q. Does a man who comes back on sick leave have greater rights to his job than if he had stayed on and not been on sick leave at all?

A. He would, provided he had a great many years of seniority, [1411] and was a very good craftsman.

Q. Then it is your practice that if a man has a number of years of seniority, and is a good craftsman, that he is kept on, regardless of whether there is work for him to do at that particular time or not, is that right?

Trial Examiner Riemer: Don't answer that question.

Mr. Mitchell: I think that is an unfair question, as have been the preceding ones. He is trying to trap the witness.

(Testimony of Francis E. Fuhrmann.)

Trial Examiner Riemer: Never mind, Mr. Mitchell. I don't think it is unfair, but I don't understand, Mr. Margolis, your use of the words "kept on." I wish you would rephrase the question. I don't know whether you mean by "kept on" that he is kept on the payroll without doing any work, or kept in employment.

Mr. Margolis: I think the question is ambiguous in that respect.

Q. (By Mr. Margolis): What I wanted to find out is: Where you have men who have a number of years of seniority, and who are good craftsmen, whether you keep them on the payroll on salary or on compensation even during slacks, when there is not work for them.

A. No, sir. They are laid off, with others, according to seniority and ability of doing work.

Q. When a man is on sick leave and he comes back, he is [1412] taken back whether or not there is work for him, is that right?

A. In most cases there is always work for a man that returns. They don't come back in quantities, and you always have work. You are never that close with your men, that you haven't a place for another man. When we are caught up, others are laid off.

Q. Your force is so flexible that you can almost always add one, two or three men, and find work for all of them?

A. Not if they come back in a great number of

(Testimony of Francis E. Fuhrmann.)

men. If one or two men come back into a department, we could find work. Perhaps it would be for one day or two.

Q. However, in the case of Mr. Dibb, when he came back on November 12, 1945, he continued to work from that point on, is that correct?

A. That is correct, because he is a very good craftsman, and we may have laid off the following day, after he came back, two or three men, if we had been over a man, or had no work.

Q. Do you know if you did?

A. No. I would have to go into the records and find out the number of jobs we were working on at that time.

Q. What kind of work does Mr. Dibb do?

A. Mr. Dibb does prop work, miniature work, stand-by. He is capable of doing any work that a prop maker can work on. [1413]

Q. Is he a pattern maker? A. No, sir.

Q. Was he able to do everything except pattern making?

A. He is not a pattern maker or a furniture builder. He is an all around journeyman and miniature man in the prop shop.

Q. Take the second man, J. Faggard. It shows that he was on, on 4-3-46. I assume the indication that he is a veteran means that he had worked at the studio prior to 4-3-46, prior to being in the Army, and after he was discharged, he came back on 4-3-46. Is that right? A. That's right.

(Testimony of Francis E. Fuhrmann.)

Q. That is what this means. Do you know why he was off from 9-10-46 to 9-30-46?

A. Yes. He was off on a vacation.

Q. Mr. Galley, the next man, has two periods when he was off. Were both of those leaves of absence?

A. Yes, sir.

Q. H. O. Galley. On each of those occasions, when Mr. Galley came back, did you lay off somebody in order to give him his job?

A. We might not have, the day that he came in. We might not have the day after. We might have the previous—I couldn't answer that correctly.

Q. What happened was that you gave Mr. Galley back his job, [1414] and it was necessary to lay somebody off in order to keep Mr. Galley on, and you did so, is that right?

A. Yes, and no. We would not necessarily lay somebody else off to have him return. As I stated before, the men are not coming back in bunches of five or six. They are coming back as an individual man at different times.

Q. I am afraid you did not understand my question. I said, in each of these cases, when Mr. Galley came back, what you did was, you gave him his job back?

A. That's right.

Q. And if it was necessary to lay somebody else off in order to keep him on, you did so, is that right?

A. We would have, yes, if we had lots of work in the shop.

(Testimony of Francis E. Fuhrmann.)

Q. The reason you did that was because Mr. Galley was a man who had been with you for some time, and was a good craftsman, is that right?

A. That's right.

Q. That is your general practice in the studio, is it not?

A. Yes, sir.

Q. Do you know whether or not—I will withdraw that.

Are you familiar with the seniority practices and the consideration of men as A, B, C men, and as permit men?

A. Yes, sir.

Q. What was Mr. Galley during the dates that are shown on Respondents' Exhibit 13? [1415]

A. Mr. Galley, on those dates? I would have to check on the record to see whether he carried an A card or a B card.

Q. As a matter of fact, he was a permit man, isn't that so?

A. I would have to check that. I couldn't say offhand.

Q. You don't know whether he was a permit man or not, is that right?

A. Not unless I checked the records.

Q. I wonder if you would go down Respondents' Exhibit 13—let me ask you this question. We can save some time.

Do you know, with regard to any of the men on Respondents' Exhibit 13, their seniority classification in the sense that we have used that word?

A. On the A, B and C, and otherwise?

(Testimony of Francis E. Fuhrmann.)

Q. And permit.

A. No, I would have to check that back, because there are so many men, whether they are in or out.

Q. You don't know that with regard to any of them?

A. No, sir.

Q. You could obtain that information for both Respondents' Exhibits 13 and 14, could you not?

A. Yes, I could.

Mr. Margolis: I would like to request, Mr. Trial Examiner, that the witness be directed to obtain that information. I do not necessarily want him to return. It could be submitted in writing, as far as I am concerned, but I think [1416] that it is material to the inquiries here, and I would like to have it in the record with regard to each of the persons whose names appear on Respondents' Exhibits 13 and 14, for the dates shown on those exhibits.

Trial Examiner Riemer: Go ahead. I will pass on your request.

Q. (By Mr. Margolis): Mr. Schnell appears on there as, I think, the fifth name. I am talking about Respondents' Exhibit 13.

A. Yes, sir.

Q. Was he one of those who refused to do carpenter work on March 19, 1945?

A. Yes, sir.

Q. And he came back on 9-10-45, and did do carpenter work. Is that right?

A. Correct.

Q. The same is true of Mr. Horner?

A. Correct.

(Testimony of Francis E. Fuhrmann.)

Q. I notice that both Schnell and Horner were off from 10-13-45 to 11-3-45. Could you tell us why that was?

A. That was during the time of a large picket line at the studio, and they did not come through, and they came back on 11-3-45, and both of them went into the pattern shop, to do the pattern work for our camera shop.

Q. Do you know why those two men went off the payroll on [1417] the dates indicated on Respondents' Exhibit 13?

A. They had completed the work that they had been assigned to.

Q. As a matter of fact, they both quit, did they not?

A. Whether they quit or had completed their job, they were off the payroll at that time.

Q. You don't know whether they quit or not?

A. No. They were cleared of payroll on those dates.

Q. I notice that Mr. Beamer, the next name, it is indicated that he was on sick leave. Does that mean that he was off on sick leave prior to 4-26-46 or that he was on sick leave between the period 4-26-46 and 8-13-46.

A. No, he was on sick leave after 8-13-46.

A. Oh. After 8-12-46. He has been on sick leave since that time? Is that right? A. Yes.

Q. Mr. Beamer was hired, then, on 4-26-46 directly without going to the hiring hall, is that right, the Union Hiring Hall?

(Testimony of Francis E. Fuhrmann.)

A. Oh, 4-26-46? I believe at that date he would have come to us through the local. [1418]

* * *

Q. (By Mr. Margolis): It has always been the practice of the studio at which you are employed, has it not, to keep a list of persons who have been employed at one time or another in the prop shop or other departments, and, when you had vacancies, you called upon some of those people directly. Isn't that so?

A. We keep a file or a card record of each man that has worked there, and we have at times called some direct, and mostly called through the union.

Q. This practice of calling some men directly and on the basis that they had previously worked for the studio is a practice that has been in effect all the time that you have been at the studio. Isn't that so?

A. Yes. [1420]

* * *

Q. (By Mr. Margolis): I want to refer back for a moment to Mr. Schnell and Mr. Horner who appear on Respondents' Exhibit 13, I believe the 5th and 6th names there. When they came back to work on September 10, 1945, did they come back as new employees or were they treated as old employees?

A. They came back as new employees.

Q. Is the same thing true of Paul DeSanctis?

A. Paul DeSanctis would come back as new employee.

(Testimony of Francis E. Fuhrmann.)

Q. And that was because they had been given these slips that you handed to them?

A. That's right, they had been laid off.

Q. They had been discharged?

A. That's right. [1425]

* * *

Q. How many men were employed in the prop shop on November 1st, 1945, after the prop men who had been doing work in other jurisdictions came back? A. I would say——

Mr. Mitchell: I object to that on the ground it is indefinite as to whether it means employed and working or simply employed and standing by.

Trial Examiner Riemer: Sustained.

Mr. Margolis: All right.

Q. (By Mr. Margolis): Will you tell me first of all how many men there were in the prop shop at that time—indicated in the last question—employed and working?

A. I would say approximately 55 to 60 men.

Q. And how many men were there in the prop shop at that time on the payroll but not working, just standing by? [1431]

A. That I couldn't say.

Q. Well, I think "standing by" is not the correct phrase. What I mean is not working, not doing anything. A. I couldn't say.

Q. Could you give any approximation?

A. Perhaps 40 to 50.

Q. That is in addition to the 55 or 60 who were

(Testimony of Francis E. Fuhrmann.)

actually working, is that right? A. Correct.

Q. When you testified that there are only 13 men working as prop makers now, did you include the hardware shop or did you exclude it?

A. That was included.

Mr. Margolis: That's all.

Trial Examiner Riemer: Mr. Luddy?

Mr. Luddy: No questions.

Trial Examiner Riemer: Anything else, Mr. Mitchell?

Mr. Mitchell: Yes, there is.

Redirect Examination

By Mr. Mitchell:

Q. Returning to Respondents' Exhibit 13, Mr. Margolis asked you some questions about Lewis L. Beamer? A. Yes, sir.

Q. I notice also there is another Beamer on that list, L. C. Beamer. A. Correct. [1432]

Q. How was Lewis L. Beamer hired?

A. Lewis L. Beamer was hired through the local. There is an error on that from my records here. L. C. Beamer is the person on sick leave who had worked previous to October 31st. He was on sick leave from November 2nd, 1945, and returned on February 4th, 1948.

Q. Then was Lewis L. Beamer on sick leave?

A. No. That is an error in the lists that were made up.

(Testimony of Francis E. Fuhrmann.)

Q. Then does Lewis L. Beamer belong on Respondents' Exhibit 14?

A. Yes, it should. I believe it was on there. I think it is listed in both places. It should be on Exhibit 14.

Q. All right. Now since October 31, 1945, have any employees other than those returning from sick leave or vacations or others than reinstated veterans or other than pattern makers Schnell and Horner been hired by direct calls to the employees?

A. No, sir.

Q. Have all other employees been hired through the union? A. Yes, sir.

Q. These veterans that are listed on Respondents' Exhibit 13, had they all been employed by Warner's prior to their going into the service?

A. Yes, sir.

Q. And left Warner's to go into the service?

A. To go into the service and automatically came back. [1434]

* * *

Q. (By Mr. Mitchell): Will you please explain what your practice was with respect to men who were working for you and any practice you had, if you had one, of laying off those men to make room for somebody else. [1435]

* * *

The Witness: In all the departments of men that have been there for a number of years where they have sickness or sick leave, they automatically

(Testimony of Francis E. Fuhrmann.)

come back and go to work, not necessarily that anyone should lay off that they might come back to work, and it is not the practice of laying off anyone to make room to allow anyone that comes back from sick leave to have a job. We do let anyone with a sick leave or a leave of absence automatically to come back to work.

Q. (By Mr. Mitchell): All right, now, let's forget about the men that were on vacation, on leave of absence or on sick leave. Let's suppose you have 40 prop makers in your employ. A few days before you have laid off two of your men who are your so-called regular men. A. Right.

Q. Would it be your practice to lay off some of your 40 men in order to get back those two so-called regular men who had been laid off?

Mr. Margolis: I object to the question as vague and ambiguous. We wouldn't know whether the rest of the 40 men are [1436] regular men or not. The question doesn't make any sense.

Trial Examiner Riemer: I think I understand it. Do you understand it, Mr. Witness? Do you understand the question?

The Witness: I believe I do.

Trial Examiner Riemer: All right, overruled.

Mr. Mitchell: I think he answered it.

Trial Examiner Riemer: Did you answer it?

The Witness: I said no.

Q. (By Mr. Mitchell): And when a man returns from sick leave, leave of absence, or vacation,

(Testimony of Francis E. Fuhrmann.)

is there any assurance for how long you will continue to employ him? A. No, sir.

* * *

Q. You testified that these men from your prop making department who had crossed jurisdictional lines and done carpenter work during the strike, when returned to your department were held without working there and were paid for a period up to 60 days? A. Correct. [1437]

* * *

Recross-Examination

By Mr. Rissman:

Q. Mr. Fuhrmann, you said that at the end of the strike or about November 1st, 1945, there were 50 to 60 prop makers working and 40 to 50 were not working. Is that right?

A. That's right.

Q. Now those 40 or 50 that were not working, were they actually paid while they were on the payroll?

A. They were paid for a 60-day period there. They were on the payroll to the 29th day of December.

Q. Mr. Margolis in his asking you those questions used the word "standing by" or the phrase "standing by." That is a phrase used in prop making, is it not, in your department? A man stands by with a company. He is actually working, isn't he? That is his job? A. Correct.

(Testimony of Francis E. Fuhrmann.)

Q. You didn't mean to convey the impression that these 40 or 50 men were standing by in that respect? A. No, sir.

Q. They were just standing around, isn't that what you meant? A. Correct. [1439]

* * *

Redirect Examination

By Mr. Mitchell:

Q. Now on this Exhibit 13, on these "on" dates, is that intended to mean that those men are employed for the first time directly on those "on" dates? Look at each one of them. Let's take Faggard.

A. No, he had been employed previously. That does not necessarily show that to be the first time he was employed within the studio.

Q. All right, let's take Eggenweiler. Does that 4-6-45 mean that was the first time he was employed?

A. No, sir. He has been with the studio for years. None of these dates here indicate actual first starting dates.

Q. And is the same thing true with respect to Pollard? A. Yes.

Q. The same thing true with respect to Hampton? [1442] A. Yes.

Q. Larson? A. Yes.

Q. Townsley? A. Yes.

Q. Brendel? A. Correct.

(Testimony of Francis E. Fuhrmann.)

Q. Moreland? A. Yes.

Q. Rhoades? A. Yes.

Q. And Hager? A. Yes.

Q. And do you mean that on those dates under the first word "on" that any of those men were called directly from the union on those dates?

Mr. Margolis: Just a moment. I object to the question as leading and suggestive.

Trial Examiner Riemer: Overruled.

The Witness: These men here on those dates were called directly, coming in on those dates there, those veterans.

Q. (By Mr. Mitchell): Those veterans?

A. Those veterans returning from the service automatically would come in without any call from the union.

Q. Well, now, let's talk about the men on—like Eggenweiler. [1443] Was he called directly on 4-6-45? A. He was called directly.

Q. Where had he been previous to that time?

A. He has been on sick leave.

Q. Previous to that time?

A. Previous to that time.

Q. All right, how about Pollard? How was he called on 4-12-45?

A. To my knowledge he was called directly and he had worked previous to that date.

Q. Where had he been previous to that date?

A. That I would have to check the records on how long he had been off from the previous layoff to that "on" call of April 4th, 1945.

(Testimony of Francis E. Fuhrmann.)

Q. And where it says under Pollard 4-3-46, where had he been previous to that?

A. Previous to that he was on that 60-day settlement, was off on the 29th and on the date of 4-3-46 he was called back through the union on that one date.

Q. Called back through the union on that one date? A. Correct.

Q. Now when you say you called the veterans directly, just describe to me how a veteran returns. Do you call him at all or does he come in or what happens?

A. He would all us that he is available for work, that [1444] he has been discharged, and we would tell him to come back to work.

Q. And that is what you mean by calling these veterans directly that are listed on Exhibit 13?

A. Correct. [1445]

* * *

Trial Examiner Riemer: They may be admitted and marked in evidence as Respondents' Exhibits 13 and 14.

(Thereupon, the documents heretofore marked Respondents' Exhibits Nos. 13 and 14, for identification, were received in evidence.) [1446]

* * *

ROY M. BREWER

a witness called by and on behalf of the intervenor, being first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Luddy:

Q. What is your name?

A. Roy M. Brewer.

Q. Mr. Brewer, do you hold some official position in the I.A.T.S.E.?

A. International representative.

Q. How long have you been a member of the I.A.T.S.E.?

A. Since 1927.

Q. Have you held some official positions in connection with A.F.L. labor organizations? [1447]

A. Yes. I have been an officer of various A.F.L. organizations for about 15 years.

Q. At one time were you president of some federation in the State of Nebraska?

A. Yes. The Nebraska State Federation of Labor.

Q. That is an A.F.L. organization, is it?

A. It is a state branch of the American Federation of Labor.

Q. When did you become an international representative of the I.A.T.S.E.?

A. On a full time basis on January 1, 1945.

Q. At the present time, where are you assigned?

A. In the Hollywood studios.

Q. How long have you been assigned as an in-

(Testimony of Roy M. Brewer.)

ternational representative to the Hollywood studios? A. Since about March 10, 1945.

Q. Has your assignment kept you continuously on that job ever since down to the present time?

A. It has.

Q. It appears from the testimony already in this record that the 1945 strike started on March 12, 1945. When did you arrive in Hollywood?

A. On noon of that day. That noon, of that day.

Q. Did you immediately become active as an international representative in connection with the strike? A. I did. [1448]

Q. There has been some testimony introduced with respect to a speech which was made by Mr. Walsh of the I.A.T.S.E. at the Women's Club, I think on March 18, 1945. Were you present at that time? A. I was.

Q. Who is Mr. Richard Walsh?

A. He is the international president of the I.A.T.S.E.

Q. And has been for a good many years?

A. Since 1941.

Q. Will you tell us what Mr. Walsh stated in his speech given at the Women's Club on March 18, 1945?

A. Well, he discussed the strike situation, and what its implications were so far as the I.A.T.S.E. was concerned, started out by making the point that the strike was actually a strike against the I.A.T.S.E., and called for the purpose of destroy-

(Testimony of Roy M. Brewer.)

ing the influence and the position of the I.A.T.S.E. in the studios, and described to some extent the historical background of the I.A.T.S.E. in this field.

He pointed out the various jurisdictional strikes that had been called in the industry in which the I.A.T.S.E. had been involved, pointed out that the I.A.T.S.E. had actually organized the industry, and that up until 1919 had enjoyed complete jurisdiction in the studios, and that at that time the Carpenters Union had gone in and taken over some of the jobs that had existed, which created the first open jurisdictional [1449] rift between the two organizations.

He described the situation that existed between 1919 and 1933, during which time there was an open shop in the industry, and went into some detail on the 1933 strike, when the unions went out on strike on an issue of recognition for the sound men, who had been organized between 1930 and 1933 without recognition, and how at that time the Carpenters and Electrical Workers had gone in and taken the jobs of the men who had gone out on strike, so that the membership of the I.A.T.S.E. had dropped from a membership of better than 10,000 to a membership of 165 in less than a year.

He pointed out the similarity between the situation and the dangers that would result to the I.A.T.S.E. if the membership did not respond to the request that he was making for them to keep the studios open.

(Testimony of Roy M. Brewer.)

He pointed out that, behind the issue of the 77 set decorators were the same jurisdictional issues and the same desire on the part of these other unions to take the jurisdiction which the I.A.T.S.E. had enjoyed, and to completely destroy its prestige in the studios.

He also pointed out that keeping the studios in operation was an absolute essential to our position, because if the studios were closed, the groups represented by the Conference would then be in a position to dictate the terms on which they would re-open, and that would mean substantial losses of jurisdiction to the I.A.T.S.E., and in particular to Local 44.

He pointed out the work which Local 44 was doing, and the desirability on the part of particularly the Carpenters to have control over that work, which would mean control over the jobs, and which would mean denial of I.A. men working in these jobs.

He pointed out the elements in the Conference of Studio Unions. He pointed out the absolute impracticability from a trade union standpoint of having set decorators who were essentially stage hands, men who supervised and directed property, men who were essentially a part of the stage crew, having them in a union other than our I.A.T.S.E.

He pointed out that this attempt to invade the actual stage work by the Painters' Union was only one of a series of aggressive acts on their part

(Testimony of Roy M. Brewer.)

which had indicated their desirability of not only taking from us the jurisdiction which we had enjoyed for many years, but they were also setting up a second industrial union in the industry to compete with us, and pointed out the taking in of the office workers into the Painters' Union, the publicity people into the Painters' Union, pointed out how inconsistent that was with sound trade union practices and sound relationships of one A.F.L. union to another.

He wound up by telling them that the studios had to be kept open, if they were not kept open the entire jurisdiction [1451] of the I.A.T.S.E. was in jeopardy, and told them that he was ordering them to do whatever they were required to do in the way of work to keep the studios in operation, that as long as these unions had gone out on strike in violation of their jurisdictional agreements with us in an effort to wrest further jurisdiction from us in violation of those agreements, that they had forfeited any obligation on our part to respect that jurisdiction.

And he said that he was ordering all crafts to cross jurisdictional lines insofar as it was necessary to do so to keep the studios in operation, and that he would expect them to do everything that they were requested to do by way of work except to go into the jurisdiction of those unions that were respecting their contracts and were continuing to work.

(Testimony of Roy M. Brewer.)

As nearly as I can recall that is about what he said. There probably were other things said that I haven't been able to recall, but substantially that was the essence of the meeting. He laid the whole picture before them, pointed out to them the seriousness of it, told them of his order that they must work out of their jurisdiction, told them why. And then there was a period of questions in which he made response to certain questions that were put to him.

Mr. Margolis: Mr. Trial Examiner, I didn't object to the question because I didn't know whether the answer would be material or not. I now move to strike the answer and object [1452] to the question on the ground it is incompetent, irrelevant and immaterial and has no relation to any of the issues in this proceeding.

Trail Examiner Riemer: Overruled. Motion to strike denied.

Q. (By Mr. Luddy): During the course of this questioning period that you referred to, was any question asked him as to whether or not he would put this order of his in writing?

A. Yes, there was.

Q. And what did he say with respect to that?

A. He said he would be glad to do that, and he subsequently did.

Q. At that same time did someone make any statement concerning the possibility of being embarrassed if called upon to do carpenter work?

(Testimony of Roy M. Brewer.)

A. Yes, there were some discussions on that, and there was one man in particular—I think it was Robert Ames, as I recall—who said that he didn't feel that he could go out of his jurisdiction, that he would be embarrassed if he were asked to do that, and as I recall President Walsh told him that after the explanation he had made of the importance of it, if it was going to embarrass him to support the I.A.T.S.E., he thought maybe he should resign, or something like that.

Q. Now, you say that Mr. Walsh stated in response to a question that he would put that order in writing, and I think [1453] you also added that he subsequently did that. A. Yes.

Q. I want to call your attention to a document which I think has heretofore been marked I.A. No. 1 for identification—perhaps I am mistaken—and there are certain other notations on it because it was used in another proceeding, but unless the record shows it has been marked I.A. Exhibit No. 1 for identification——

Trial Examiner Riemer: It has been.

Q. (By Mr. Luddy): I show you I.A. Exhibit No. 1 for identification and ask you if that is the document you had reference to when you say President Walsh subsequently placed that order in writing. A. That's right.

Q. Now, do you know whether or not there was more than one copy of the Defendant's Exhibit I.A. No. 1 for identification made?

(Testimony of Roy M. Brewer.)

A. Yes, here were many copies of it made.

Q. And in what fashion?

A. By photostat.

Q. Do you know what was done with the photostatic copies or some that remained?

A. They were distributed among the various studios and the various groups.

Q. And do you know whether or not any copies of them were [1454] sent to each of the studio locals in Hollywood?

A. There were copies distributed to each of the local unions and to each of the studios as well.

Mr. Luddy: I now ask that Defendant's I.A. Exhibit No. 1 for identification become Defendant's Exhibit No. 1.

Mr. Rissman: You are using the word "defendant" improperly.

Mr. Luddy: I beg your pardon. It was so marked in another proceeding, and it should be I.A. Exhibit No. 1, and perhaps if we can strike out that "defendant's exhibit" that appears thereon—but since it is a photostat I don't know how we can do it.

Trial Examiner Riemer: Is there any objection to this document?

Mr. Rissman: I object to it, if the Examiner please, as being incompetent and immaterial with respect to any of the issues here. It appears from the testimony of the witness that it was distributed among the locals. There is no evidence or indica-

(Testimony of Roy M. Brewer.)

tion that it ever came to the attention of the employees involved in this proceeding.

Mr. Margolis: I want to object generally on the ground it is incompetent, irrelevant and immaterial.

Trial Examiner Riemer: Overruled. It may be received and marked in evidence as I.A. Exhibit No. 1.

(The document above referred to was marked as I.A. Exhibit No. 1 and was received in evidence.) [1455]

Q. (By Mr. Luddy): Mr. Brewer, any notation which appears on the exhibit—apparently “Defendant’s Exhibit 8” and so forth—is something that was placed upon that document after Mr. Walsh had signed it, is it not? A. Yes.

Q. Did you have conferences with all of the business agents of the Hollywood studio locals within a short time after Mr. Walsh had issued the order, I.A. Exhibit 1?

A. We had daily meetings of the business agents at that time.

Mr. Rissman: Pardon me. Do you mean all business agents or just I.A.T.S.E. business agents?

Mr. Luddy: I am referring to the I.A.T.S.E. business agents of the studio locals of the I.A.T.S.E.

The Witness: Yes, we had daily meetings.

Q. (By Mr. Luddy): You understood that, did you not? A. Yes.

Q. And at any such meetings were copies of I.A. Exhibit No. 1 distributed to such business agents? A. They were.

(Testimony of Roy M. Brewer.)

Q. Did you also within a short time after March 19, 1945, have occasion to attend meeting of the different locals of the I.A.T.S.E.?

A. During that period we addressed every local union of the I.A.T.S.E. in Hollywood [1456]

Q. And with particular reference to 728 and 80 and 44, did you address——

A. Each of those, yes.

Q. And at such meetings did you discuss the order which is reflected by I.A. Exhibit No. 1?

A. I did.

Mr. Rissman: I object to that as irrelevant and I also object to the form of the question. I see no necessity for leading the witness.

Trial Examiner Riemer: Overruled.

The Witness: I did.

Q. (By Mr. Luddy): There has been some evidence introduced in your absence with respect to a meeting of some of the prop makers that we held at Warner Bros. studio in the afternoon or early evening of March 19th, I think the day was. Do you recall being there at that meeting?

A. I recall a meeting. I don't recall whether that was the exact date or not, there were so many meetings at that time.

Q. Do you recall a meeting at the early part of the strike at which you addressed a group of the prop makers at Warner Bros. Studio?

A. I do, yes.

Q. Tell us as briefly as you may what you said at that meeting.

(Testimony of Roy M. Brewer.)

A. Well, these men had taken the position that they would not [1457] comply with President Walsh's order to work out of their jurisdiction and——

Mr. Rissman: Just a moment. I object and move to strike the answer, if the Examiner please, as not responsive. The witness was asked to state what was said.

Trial Examiner Riemer: Strike it.

Mr. Luddy: Withdraw the question.

Q. (By Mr. Luddy): What was the occasion for your being present at that meeting?

Mr. Rissman: I object.

Trial Examiner Riemer: Overruled.

The Witness: Well, these prop makers had refused to go in the mill and do the work that was necessary to be done in accordance with President Walsh's order.

Q. (By Mr. Luddy): And had you been so advised? A. I had.

Q. And was that the occasion for your going there? A. It was.

Q. And was that the occasion for your speaking to that group of men? A. It was.

Q. What did you say to them at that meeting?

A. I again reviewed the importance of the situation so far as our retaining jurisdiction was concerned and what the strike meant, and told them that the International was taking a [1458] position that these men had to do this, it was an interna-

(Testimony of Roy M. Brewer.)

tional order, and we would expect every loyal I.A. man to respond and do everything that he could possibly do, and that if he didn't do it, he would be subject to the discipline of the organization.

Q. On March 19th, or thereabouts, of 1945, about how many members of the I.A.T.S.E. were there working in the studios?

Mr. Rissman: I object as immaterial.

Trial Examiner Riemer: Overruled.

The Witness: About something slightly more than 10,000.

Q. (By Mr. Luddy): And do you know what the approximate membership of Local 44; that is, of men working in the studios at that time who were members of Local 44?

A. Approximately 1500.

Q. Of the total amount in excess of approximately 10,000 members of the I.A.T.S.E. who were working in the studios, what was the approximate number of those that refused to comply with the orders of the International President, which is I.A. Exhibit No. 1?

Mr. Rissman: Object:

Trial Examiner Riemer: Overruled.

The Witness: There were only about a hundred who proved disloyal and would not go along with the order and the requirements of the International.

Mr. Margolis: I move to strike the statement "proved [1459] disloyal."

Trial Examiner Riemer: Strike it. That por-

(Testimony of Roy M. Brewer.)

tion of the answer is stricken. What remains is that there were about a hundred.

* * *

Q. (By Mr. Luddy): You are familiar with the doctrine which has been referred to heretofore as the Cincinnati Agreement, are you? A. I am.

Q. For your information, a printed copy of that document has been introduced in evidence and is known in this record as Board's Exhibit 8. Do recall the approximate date when the so-called directive was issued with respect to persons who were out on strike or those who were not working because of the strike should return to work in the studios?

A. The date, I think, was the 25th of October, 1945.

Q. Now, was that an order which was issued by the Executive Council of the American Federation of Labor?

A. It was a directive which was issued by the Council which was accepted by the unions involved.

Q. Now immediately upon that directive being issued, did any dispute or controversy arise as to the meaning of it in any respect? A. Yes.

Q. State what it was.

A. There was a dispute as to what the understanding was, at least the application of the directive was, with respect to the men who were displaced by the returning strikers. The directive stated that all men who were on call on March the 12th should return to the jobs which they had on

(Testimony of Roy M. Brewer.)

March the 12th, and that those who were displaced were to remain in the employ of the producers for the 60 day period during which jurisdictions were being decided.

Q. Now, I think it is probably all in the record, so it won't be suggested that I am leading the witness. It was provided that there would be 30 days during which locally here on the local front they would try to solve the jurisdictional problems. If at the end of 30 days there were any problems unsolved, then there was to be a three-man committee consisting of vice presidents to the A. F. of L. who would sit as a board of arbitrators and attempt to solve the jurisdictional questions which were unsolved locally at the end of that first 30 days.

A. Correct.

Q. So that a total of 60 days it was contemplated would be [1461] consumed.

A. That is correct.

Q. When you refer to a 60 day period, you are referring to a period in which it was anticipated that this machinery would be in operation?

A. That is correct, and the question which was in dispute was whether or not the displaced workers; that is, the workers who were displaced by the strikers returning, were to work or not. Originally the Conference demanded that they be taken off of the lot entirely before they would come on to the lot. President Walsh contended that that was contrary to the agreement and for the moment it

(Testimony of Roy M. Brewer.)

looked like the whole thing would be upset and that the strike might go on. In order to compose the difference of opinion, or to determine the question, a group of people flew back to Washington and reviewed the minutes of the Executive Council of the American Federation of Labor and out of that came a clarification, so to speak, of the agreement which provided that the employer could use his own judgment as to whether the men should or should not work. [1462]

Q. During the 60-day period?

A. During the 60-day period.

Q. Continue.

A. He had the right to use them, if he wanted, and the men did not have to leave the lot, and they did not leave the lot, immediately, at least.

Q. What happened immediately after that with respect to the men who had been filling the jobs that had been vacated by these persons that went out on strike in March?

A. Well, as a matter of fact, the men did not work, at least, in any of the jurisdictions which they had been working in, but some of them—they did remain on the lot, and they did report; they were paid, but apparently in order to compose the situation, there was an off-the-record agreement that these men should not work—at least, they did not work, and they were sitting idle, and it created a rather bad situation on the lots, and so it was agreed that where it was deemed expedient to do so, that they could pay them for their 60-day period

(Testimony of Roy M. Brewer.)

and have them available off the lot rather than on the lot, and that was what was done.

Q. When the strikers went back to work on the 31st, that was some 6 days after the original directive had been issued by the A.F.L., is that right?

A. That is correct; October 31st.

Q. During that period, from the 25th on until the 31st, [1463] the controversy started, and was adjusted in the manner that you have outlined, is that correct?

A. That is correct.

Q. When it appeared that the producers were not going to continue the actual working of the men who had replaced the strikers, did President Walsh make any demands with respect to their receiving compensation for that period of 60 days?

* * *

The Witness: The arrangement for 60 days' employment, or pay in lieu of employment, was a part of the original arrangement, so that, as far as I know, there was never any question about them being paid for the 60 days, after the strikers came back. It was a question of whether or not they should be required to report on the lot every day.

Q. (By Mr. Luddy): There has been some testimony introduced with respect to payments that were made to certain individuals who had worked during the strike, and who had received regular compensation for working in the classification that they were working, and in addition to that, had

(Testimony of Roy M. Brewer.)

received some further money. Are you familiar with that situation? A. I am.

Q. I wish you would tell us what that situation was, and what was done.

A. That was the \$3.50 a day that was referred to. Is that what you are referring to?

Q. Yes. Tell us about that.

A. Well, originally when President Walsh agreed to the settlement, it meant the displacing of large numbers of I.A. members who had been promised by the I.A.T.S.E. that they would be protected in their jobs. In other words, in order to agree to the Cincinnati settlement, President Walsh had to go back to some of the promises that he had made some of these men, and he felt very reluctant to do it, but he was prevailed upon in the interest of the industry, and to reduce the strife, to do it. So, in addition to the agreement that these men were to be employed during the 60-day period, there was also a commitment made to President Walsh that there would be severance pay paid to the workers who were dismissed finally after the jurisdictions were settled.

The terms and amounts of this severance pay was not determined, but there was an overall commitment that some sort of a severance pay arrangement would be worked out for [1465] these workers who were dismissed finally by reason of this settlement.

The way the 60-day payment worked out: By

(Testimony of Roy M. Brewer.)

reason of the refusal of the Conference group to work, most of these men did receive 60 days pay for not working. That was never the intention when the settlement was made. The intention was that they would be given 60 days' work, but because the Conference took the position that they could not work, rather than because the settlement should be upset, President Walsh finally acceded to the position that if they paid them, that would be satisfactory. [1466]

* * *

Q. (By Mr. Luddy): Continue. Tell us now with regard to the matter of the severance pay, unless you have already finished your answer on it.

A. The men who were paid the 60 days' pay were only those men who were actually on the payroll, doing work that was considered out of their previous jurisdiction, on October 31st.

Q. And up to the 29th of December, as I understand it, the 60-day period?

A. But only those who were actually employed in that work on the 31st received this settlement pay, so that anyone who was working on the 29th was not eligible to any such settlement pay.

Q. By the "29th" you mean the 29th of what month?

A. The 29th of October.

Q. All right. Continue.

A. So, the fact was that all of those workers who had done this work and who had been eligible to do it were being displaced from that work with-

(Testimony of Roy M. Brewer.)

out any compensation whatsoever. So, the severance pay arrangement that was made was that those men who had worked in this type of work for a period of 15 days or more, and who would no longer be eligible to work in that work by reason of the settlement, would be given this severance pay of \$3.50 a day for all of the time—the days which they worked out of their jurisdiction during the [1467] strike period.

Q. Prior to the date of the Cincinnati agreement of October 25, 1945, had there been any statement of any kind made to any member of the I.A.T.S.E. that he was going to receive any additional sum for his work as a carpenter in other jurisdictions during the time that he was working during the period of the strike?

Mr. Rissman: Object. Immaterial.

Mr. Luddy: If my purpose is not plain, I would like to state it.

Trial Examiner Riemer: All right. Go ahead.

Mr. Luddy: State it?

Trial Examiner Reimer: Yes.

Mr. Luddy: The suggestion is made apparently, and would be argued, that as a result of certain sums being paid to certain men, it constituted an inducement for those particular men to go through a picket line or to cross a jurisdictional line and do other work. What I want to bring out by this witness is that at the time they were crossing the picket lines, at the time they were crossing juris-

(Testimony of Roy M. Brewer.)

dictional lines, there was no such agreement ever contemplated. They had no reason to believe that——

Trial Examiner Riemer: That is enough.

Go ahead. Don't lead the witness.

Objection overruled. [1468]

* * *

Trial Examiner Riemer: On the record.

Mr. Brewer, as a result of a discussion with counsel, Mr. Luddy is going to ask you some further questions, and we will reserve cross-examination for just a moment.

Q. (By Mr. Luddy): I am not clear, and possibly it is not clearly set forth in the record, just exactly what you meant when you told us the situation with respect to the 60 days, and also told us the situation with respect to the severance pay. I wish to start over. Take your time, and go slowly. Tell us what the arrangement was, and how it was carried out, with regard to the 60-day proposition. Then, when you get through with that, tell us what the arrangement was with regard to the severance pay, and how that was carried out.

Do you understand now what we want?

A. I think so.

Q. Take you time, and give it to us slowly.

A. Well, the 60-day payment—or, the 60-day period was the period which the Cincinnati directive provided for the determination of the jurisdictional questions involved. Thirty days of that were to be used by the committees at the local level trying to compose the differences, and then any

(Testimony of Roy M. Brewer.)

differences that were not composed in the thirty-day period were to be submitted to the three-man committee set up by the executive council, which committee was to make a final and binding determination that would be submitted within the second thirty-day [1470] period, not later than January 1st of 1946.

The 60-day period, leaving the questions of jurisdiction undetermined, there was a question as to which group should do the work involved during those 60 days. So, the agreement was made that all of those men who had been working on any of those jobs on March 12th, or who were on call on March 12th, as it was finally determined, were to go back on those jobs, and that all of the men who might be displaced by that, were to be given other employment for the 60-day period.

The original understanding was that anyone who was not misplaced by reason of some man returning, would continue to work at the job that he was on for the full 60-day period.

After the directive had been issued and the parties returned to Hollywood, the Conference group demanded that all of the I.A.T.S.E. men be taken out of the jurisdictions which they previously enjoyed before the strike was called as a condition of returning to work. This controversy then arose, as to whether the Conference's interpretation was right or whether the I.A.T.S.E.'s interpretation was right.

(Testimony of Roy M. Brewer.)

So, these people went back to work. They reviewed the minutes of the executive council of the American Federation of Labor. They had a conference and the conference resulted in a statement, which was, in effect, that the employer should exercise his usual prerogative as to where he assigned the [1471] work.

Obviously the employer chose to take the I.A.T.S.E. men off of that work, because they were so taken off. And so, instead of those men continuing to work for the 60-day period, as we had contemplated they would, they were actually paid for not working, so that they were required to report for a week or so.

I think it was about November 12th they decided that most of these workers would be paid off in a lump sum, and would not be required to report unless the employer asked for them, which he did not. In no case that I know of did he ask for any of them.

Now, it was also agreed at Cincinnati that, in addition to their being carried for 60 days, after the jurisdictions were determined, there would be a severance pay allowed for those workers who were permanently displaced from the jurisdictions as a result of the settlement.

Q. Continue.

A. So as a result of the position of the Conference, all of the men who were employed on October 31st got 60 days severance pay because they

(Testimony of Roy M. Brewer.)

were not required to work for it, so actually the guarantee of employment for 60 days as a result of the application of the thing became a 60-day severance. But, there was this large group of workers who happened to not be working on the 31st.

Q. Just a moment. Right at that point: On the 31st, you just told us there was a large group of workers who happened not to be working. Happened not to be what? Working on that day?

A. Who were not working in the jurisdiction of the unions which had sent their people back to work.

Q. Were there persons in that group who, during the course of the strike, had been working in jurisdictions which previously had been taken by the carpenters or other members of the Conference of Studio Unions?

A. Yes. There were substantial numbers of them.

Q. When you refer, as you just have, to a large group of persons who were not working on the 31st, do you refer to persons who, although not on the 31st, had at some time or other during the course of the strike been working in the jurisdictions which, prior to the strike, had been under the Conference of Studio Unions? A. Yes.

Q. Continue from there.

A. These men who had been doing that work, some of them a few days, some of them most of their time, were frozen out of this field of employ-

(Testimony of Roy M. Brewer.)

ment by reason of this settlement, without any severance pay or any compensation for the loss or potential loss of employment.

Therefore, it was subsequently agreed that the severance [1473] pay which the producers had agreed to pay in Cincinnati would be applied to a payment for each of those workers who had worked some time during this period in the jurisdiction of these unions that had gone on strike for 15 days or more, a payment equivalent to \$3.50 a day, and we considered that was compensation for their loss of employment in that area, which they had been more or less promised when they were asked to go in there and do that work.

Q. When you say they had been promised, you are referring to the promise that you referred to in your testimony, namely, that the I.A.T.S.E. would endeavor to see that the job they got was permanent?

A. Correct. [1474]

* * *

Q. And in some instances those men, having worked for 15 days or more in another jurisdiction during the course of the strike, received pay for having so worked?

A. No. No man got paid on the \$3.50 a day settlement who got the 60-day payment. No man got both of them [1475]

* * *

(Testimony of Roy M. Brewer.)

Cross-Examination

By Mr. Rissman:

Q. While we are on that \$3.50 per day pay, that pay was received by persons who ceased working in the studios after the strike, as well as by those who continued to work in the studios after the strike, was it not? A. That's right.

Q. So, to get back: During the strike, the I.A.T.S.E. undertook to furnish men to do the work of people who were out because of the strike, such as painters and carpenters and others, is that correct? A. That is correct.

Q. In the machine shop, and all of the others?

A. That is correct.

Q. Some of those people that you furnished to do the work of those who were out because of the strike came from I.A.T.S.E. locals, such as prop makers or grips, and others, is that correct?

A. That is correct.

Q. So that the furnishing of men to do the work of people who [1476] were out because of the strike in that respect was merely a transfer of a man from let us say the prop shop to the carpenter shop, or from the grip department to the paint shop, or carpenter shop, and similar transfers, is that correct? A. That is true.

Q. In addition to such transfers of persons already employed in the studio from one department to another, there were also new people brought

(Testimony of Roy M. Brewer.)

into the studios for the first time, were there not?

A. There were undoubtedly some, yes.

Q. This \$3.50 per day that was paid after the termination of the strike, was not limited only to those new people who had worked in the studios for the first time during the strike, was it?

A. No.

Q. And it was given to those persons who had been employed in the studios long before the strike, is that correct?

A. That's correct.

Q. And who continued to be employees, and are employees of the studios today, in many cases?

A. That is true, but in different capacities.

Q. Those who were, for example, prop makers and had worked in the carpenter shop during the strike, went back to their prop making in most cases, did they not? [1477]

A. I think so, most of them.

Q. And that is true of grips who might have been transferred to other work during the strike?

A. I think so.

Q. So, when you call it "severance pay," it refers to the pay received for working outside of their jurisdiction during the strike, is that correct?

A. That is substantially true. They did not receive any pay for any work—for any job which they could continue to do. It was the payment for work which they had done which they could no longer do. So, so far as the jobs were concerned, they

(Testimony of Roy M. Brewer.)

were separate from those jobs by reason of the settlement, and that was the original commitment on severance pay, that any man who was eliminated from a job which he held by reason of the Cincinnati agreement should get severance pay.

Q. Those were jobs which they had not held before the strike?

A. That's right, and which they—the determination was that the jobs which they could not hold after the settlement—in other words, any man that was going to remain on a job was not entitled to that \$3.50 a day.

Q. So that if a man had been a prop maker before the strike, and remained a prop maker all the way through the strike, and continued a prop maker after the strike, he would not get [1478] the \$3.50?

A. He got nothing. [1479]

* * *

Q. You have referred to the A.F.L. directive at Cincinnati on October 25, 1945. You were not there at that time, were you?

A. No, I was not at Cincinnati.

Q. You were advised by Mr. Walsh as to what occurred there?

A. Right.

Q. I am referring now to Richard Walsh, your international president. Were you advised by Mr. Walsh also as to who represented the producers at the Cincinnati meeting?

A. Yes.

Q. What were you advised in that respect?

(Testimony of Roy M. Brewer.)

A. Eric Johnston represented the majors and Donald Nelson represented the independents.

Q. You testified also that when the question arose over the interpretation of the directive, some of the people from Hollywood here flew to Washington to check the minutes, or [1480] something of that sort. Do you know who went to Washington for that purpose?

A. Well, Mr. Walsh went, Mr. Benjamin went—attorney for producers—Mr. Mannix went and I think Mr. Johnston.

Q. Eric Johnston?

A. Yes, Mr. Eric Johnston. And Mr. Lindelof and Mr. Hutcheson, I understand, came from Indianapolis. At least, Mr. Hutcheson did.

Q. For the purpose of this record, Mr. Hutcheson is William Hutcheson, the international president of the carpenters union?

A. The general president.

Q. And Mr. Lindelof is the——

A. General president of the Brotherhood of Painters.

Q. During the strike, or immediately after the strike, Mr. Brewer, did you ever advise any of the producers not to employ or not to reemploy or not to give work to any persons who had formerly been members of the I.A.T.S.E., but who had refused to work outside of their jurisdiction, or had refused to cross picket lines during the strike?

(Testimony of Roy M. Brewer.)

A. I discussed the Warner Bros. situation with Mr. Sachs.

Q. When?

A. Sometime after the strike. I saw a notice in the paper, some paper, that Mr. Sorrell was demanding the reinstatement of these men under the terms of the strike settlement. [1481]

Trial Examiner Riemer: What are "these men"?

The Witness: The I. A. men who had observed the picket lines, that Mr. Sorrell was interpreting the directive so as to include that these men were to be reinstated to their jobs. I called Mr. Sachs and told him that this was not our understanding of the strike settlement, Mr. Sorrell had no right to represent any I. A. man, and that we would not agree that any of our I. A. men should be displaced by reason of the reinstatement of these men, that we had had to fill these jobs at a time when it was very difficult to get men to do the work, and that we could not agree that these men that we had supplied should be displaced, and that we did not consider he had any right to recognize the strike settlement which Sorrell had made as applying to these men, that these men were I. A. men, and their rights were to be determined by the I. A. with respect to the I. A. and the producers, and not Mr. Sorrell and the producers.

I further told him that we had no objection to employing them, but not in such a way as to dis-

(Testimony of Roy M. Brewer.)

place or affect the rights of any other I. A. man unless that was in accordance with our rules and regulations.

Q. (By Mr. Rissman): You objected to Herbert Sorrell representing or trying to represent the I. A. men, is that correct? A. I did, yes.

Q. My question is: Did you at any time tell any producer [1482] not to employ or not to reemploy any I.A.T.S.E. men who had failed to cross the picket line, or who had refused to work outside of his jurisdiction during the strike?

A. Only insofar as I have stated.

Q. And you did nothing further in that respect at all? A. Nothing further.

Q. As far as you know, did any of the business agents under your supervision or direction give any such instruction or advice to any of the producers?

A. If they did, they did it contrary to my instructions.

Q. What was your instruction?

A. My instructions were that these men were to be given all of their rights as a member of the union, but they were not to be recognized as having any right to reinstatement on jobs which they had failed to fill when they had been requested to do so by the union.

Q. Did you ask any of the producers to lay off or discharge men after October 31st, if those men had refused or failed to work outside of their jurisdiction or cross the picket line during the strike, after the strike? A. No, sir.

(Testimony of Roy M. Brewer.)

Q. If any such conclusion was reached by the producers, it was without any request from your organization, is that correct?

Mr. Mitchell: Wait a minute. Object to that on the ground it is speculative and contains an inference which is improper. [1483]

Trial Examiner Riemer: Sustained.

Q. (By Mr. Rissman): Then to your knowledge, did anyone else representing the I.A.T.S.E. ask the producers or the Association of Motion Picture Producers, Inc., or any of the officers or agents of that association, to request the layoff or dismissal, after October 31, 1945, of any person who had failed to cross the picket lines or who had refused or failed to work outside of the jurisdiction during the strike? A. Not to my knowledge.

Q. During that strike period you were the highest ranking I.A.T.S.E. officer on the scene, other than Mr. Walsh, were you not?

A. That's right.

Q. You were here continuously during that period, is that correct, and have been since March 12, 1945?

A. Well, I was gone for a period of three weeks, I think, in July, 1945; the latter part of June and the first part of July.

Q. Except for that three-week period, you have been here continuously, have you not?

A. Yes.

Q. Mr. Walsh has been in and out on various occasions, is that correct?

(Testimony of Roy M. Brewer.)

A. That's right. I would say that during the year he spent [1484] at least four months here.

* * *

Q. (By Mr. Mitchell): You spoke about meeting with the Warner Bros. prop makers and telling them of President Walsh's directions to do whatever was necessary to keep the studios open. Did you tell the I.A. members in the other studios struck by the Conference of Studio Unions that they also were to do the same thing?

A. Yes, I went to many studios during those first weeks. I wasn't familiar with them because it was my first trip here but I recall going to at least five of them during that first week and making similar talks.

Q. You also made a statement about some instructions you gave to your business agents about what they were to try to have accomplished in respect of reinstatement of men to jobs, referring to the I.A.T.S.E. members who had refused to work as directed by the studios during the strike. Did you tell the business agents that the I.A.T.S.E. members who had refused to work as directed by the studios were not to be employed by the studios in the event of a vacancy?

A. Oh, no.

Q. Well, just what did you tell them? [1491]

A. Well, I told them they were to be employed on the same basis as any other I. A. man and they were not to have any preference because of the fact that they had worked there previously and had left

(Testimony of Roy M. Brewer.)

because they wouldn't do the things that they had done, but that they should have the same rights, that they could put their names on the books and be given the first assignments in accordance with their rights as I. A. members.

Q. Did you say anything to them about whether they should try to prevent I.A.T.S.E. men then working from being displaced by the return of these I.A.T.S.E. men who had refused to work during the strike?

A. Yes, because if they were put to work the same as any other I.A. man, they couldn't replace another man. That was exactly the point I was trying—that was exactly the instructions I did give them, that they could not be given preference and thereby displace another man, but if there was a job available to which they were entitled, they were to have it. [1492]

* * *

Mr. Mitchell: Mr. Trial Examiner, I will ask that the National Labor Relations Board take judicial notice of the [1531] following matters.

Trial Examiner Riemer: Does that apply to me, also, Mr. Mitchell?

Mr. Mitchell: Well, I presume you, as an agent of the Board, are asked to do the same, yes. I am not trying to be personal about it; I mean as an organization.

These matters are matters which are of record with the Board.

That on February 28, 1945, respondents in this case, among other employers, filed with the Twenty-first Regional Office of the National Labor Relations Board an employers' representation petition numbered 21-RE-20, which petition read as follows:

I will read it to you, or I will ask the reporter to copy it into the record as if I had read it, whichever you wish.

Trial Examiner Riemer: Is it long?

Mr. Mitchell: Yes, and others will be long, but I will do it either way you want.

Trial Examiner Riemer: If this is going to be the subject of controversy, I think it might be best if you read it into the record. Otherwise I would just have to take time off to read them.

Mr. Mitchell: Very well. I will read it into the record. [1532]

Mr. Rissman: Mr. Mitchell, he suggested that you read it into the record, not submit it as an exhibit.

Trial Examiner Riemer: Off the record.

(Discussion off the record.)

Trial Examiner Riemer: On the record.

Mr. Mitchell:

“United States of America, Before the National
Labor Relation Board, Twenty-First Region

“Case No. 21-RE-20

“In the Matter of:

“COLUMBIA PICTURES CORPORATION;
LOEW’S, INCORPORATED; PARAMOUNT
PICTURES, INC.; RKO RADIO PIC-
TURES, INC.; REPUBLIC PRODUC-
TIONS, INC.; SAMUEL GOLDWYN, INC.,
LTD.; TWENTIETH CENTURY-FOX
FILM CORPORATION; UNIVERSAL PIC-
TURES COMPANY, INC.; and WARNER
BROS. PICTURES, INC.,

“and

“SCREEN SET DESIGNERS, ILLUSTRATORS
& DECORATORS, LOCAL 1421, AFL,

“and

“INTERNATIONAL ALLIANCE OF THE-
ATRICAL STAGE EMPLOYEES AND
MOVING PICTURE MACHINE OPER-
ATORS OF THE UNITED STATES AND
CANADA, LOCAL 44, AFL.

“PETITION BY EMPLOYER FOR INVESTI-
GATION AND CERTIFICATION OF REP-
RESENTATIVES PURSUANT TO SEC-
TION 9(c) OF THE NATIONAL LABOR
RELATIONS ACT

“Name of employer: Columbia Pictures Corporation; Loew’s, Incorporated; Paramount Pictures, Inc.; RKO Radio Pictures, [1533] Inc.; Republic Productions, Inc.; Samuel Goldwyn, Inc., Ltd.; Twentieth Century-Fox Film Corporation; Universal Pictures Company, Inc.; and Warner Bros. Pictures, Inc.

“Address: c/o Milton H. Schwartz, Pacific Mutual Building, Los Angeles 14, California.

“General nature of business: Production of motion pictures.

“Approximate total number of employees: 18,000.

“Description of the bargaining unit or units which the competing labor organizations described below claim appropriate: Petitioners are informed that Local 1421 claims that the bargaining unit should consist of Set Designers, Model Builders, Illustrators, Assistant Costume Designers and Costume Illustrators.

“Petitioners are informed that the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, Local 44, claims that the bargaining unit should consist of property men, including Interior Decorators, sometimes known as Set Dressers.

“Approximate number of employees in such unit or units: Local 1421 Unit: Mean employment of 290. I.A.T.S.E., Local 44 Unit: Mean employment of 1420.

“Name or names and addresses of all known in-

dividuals or labor organizations which claim to represent any of the employees in the claimed bargaining unit or units described above: [1534] Screen Set Designers, Illustrators and Decorators, Local 1421, AFL, 9441 Wilshire Boulevard, Beverly Hills, California. International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, Local 44, AFL, 1007 South Grand Avenue, Los Angeles 15, California.

“The undersigned hereby alleges that a question or controversy has arisen concerning the representation of employees in that two or more of the labor organizations named above have presented to the undersigned employer conflicting claims that each represents a majority of the employees in the unit or units set forth above, more particularly as follows: Local 1421 claims that Interior Decorators, sometimes known as Set Dressers, constitute a part of the above-described Unit claimed by Local 1421, and that Local 1421 represents the employees in that unit. International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, Local 44, claims that Interior Decorators, sometimes known as Set Dressers, constitute a part of the above-described Unit claimed by Local 44, and that Local 44 represents the employees in that Unit.

“Any other relevant facts: The undersigned further alleges that said question concerning [1535] representation is a question affecting commerce within the meaning of said act.

“The undersigned requests that pursuant to Section 9(c) of the National Labor Relations Act, the National Labor Relations Board investigate such controversy and certify to the parties the name or names of the representatives that have been designated or selected by said employees.

“Signature of employer filing the petition.

“(If filed by a corporation, give the name and official position of the person acting for the corporation.)

“COLUMBIA PICTURES
CORPORATION,

“LOEW’S, INCORPORATED,

“PARAMOUNT PICTURES,
INC.,

“RKO RADIO PICTURES,
INC.,

“REPUBLIC PRODUCTIONS,
INC.,

“SAMUEL GOLDWYN, INC.,
LTD.,

“TWENTIETH CENTURY-
FOX FILM CORPORATION,

“UNIVERSAL PICTURES
COMPANY, INC.,

“WARNER BROS. PICTURES,
INC.,

“By /s/ MILTON H. SCHWARTZ,

“Attorney for said
Companies.

“Pacific Mutual Bldg.,

“Los Angeles 13, Calif.

“Subscribed and sworn to before me this 27th day of February, 1945, at Los Angeles, California.

“[Seal] /s/ ELLOWENE EVANS,

“Notary Public”

I also ask that the Board take judicial notice of the fact that on January 11, 1945, a petition for certification of representatives was filed in Case No. 21-R-2630, and in Cases Nos. 21-R-2622, 2624, 2625, 2626, 2627, 2628, 2629 and 2630, in which the petitioner was Screen Set Designers, Illustrators and Decorators, Local 1421, affiliated with the Brotherhood of Painters, Paperhangers and Decorators of America, A.F.L., and in which the unit was stated as all set estimators and set controllers, said petition being filed with respect to each of respondents in this proceeding and the other employers named in Case No. 21-RE-20; that:

On January 26, 1945, a first amended petition was filed in those same cases, which first amended petition reads as follows:

“United States of America

“National Labor Relations Board

“FIRST AMENDED PETITION FOR
CERTIFICATION OF REPRESENTATIVES

“The undersigned Petitioner hereby alleges that the [1537] Employer named below has refused to recognize Petitioner as the exclusive collective bargaining agent of all the employees in the bargaining unit hereinafter described and that such refusal has given rise to a question concerning representation affecting commerce within the meaning of the National Labor Relations Act. Pursuant, therefore, to Section 9(c) of said Act, Petitioner requests the National Labor Relations Board to investigate such controversy and certify to the parties the name or names of the representatives designated or selected by the employees.

“1. Name of employer: Columbia Pictures Corporation.

“2. Address of establishment: 1438 Gower, Hollywood, California.

“3. Industry: Film producers.

“Do not write in this
space.

“Case No. 21R2622.

“Docketed.

“4. Petitioner: Screen Set Designers, Illustrators & Decorators, Local 1421, affiliated with the

Brotherhood of Painters, Decorators & Paperhangers of America, AFL.

“(Indicate affiliation, if any.)

“5. The alleged appropriate bargaining unit (describe below groups of employees or individual job classifications) Includes: All set designers, model builders, illustrators, assistant costume designers, costume illustrators, set controllers and set estimators. [1538]

“6. The Unit contains approximately 24 employees, of which number all have designated or selected petitioner as their bargaining representative.

“7. The following individuals or labor organizations claim to represent employees in the Unit: None.

“By /s/ GEORGE E. BODLE,

“For Bodle & Pestana.

“Subscribed and sworn to before me this 26th day of January, 1945, at Los Angeles, California.

“/s/ MICHAEL I. KOMAROFF,

“Field Examiner, 21st Region, National Labor Relations Board.”

That identical first amended petitions were filed with respect to each of the other respondents named in this proceeding, and with respect to the employers named in Case No. 21-RE-20; that:

On February 28th, 1946, Cases Numbered 21-RE-20, 21-R-2622 and 21-R-2624 to 21-R-2630, inclusive,

were consolidated by order of the National Labor Relations Board; that: [1539]

On March 1, 1945, in such consolidated cases, a notice of hearing was issued, notifying the parties that the consolidated case would be heard on March 7, 1945; that:

On March 7, 1945, such case came on for hearing; that:

On the first day of that hearing, as appears at page 16 of the transcript thereof, Mr. Pestana, attorney for Local 1421, said:

"At this time, Mr. Examiner, I should like to move that Local 1421's petition be amended to include the set decorators.

"Trial Examiner Nicoson: Is that an amendment directed to the unit description?

"Mr. Pestana: That is right. I think the 'and estimators,' that should be 'and set decorators.'

"Trial Examiner Nicoson: Would you tell us how you would now like the unit description to read in its entirety?

"Mr. Pestana (Reading): 'All set designers, model builders, illustrators, assistant costume designers, costume illustrators, set controllers, set estimators and set decorators.'

"Trial Examiner Nicoson: Do you wish now to amend all of your petitions in this proceeding to so read?

"Mr. Pestana: Yes." [1540]

I will also ask the Board to take judicial notice of the fact that at page 21 of the transcript of the

hearing on that same day, Mr. Nicoson, the Trial Examiner, ruled as follows, with respect to Mr. Pestana's amendment or proposed amendment of the Local 1421 petition:

"First let me say, if I have not granted your leave to amend—so we will have that out of the way—it is now granted.

"Mr. Pestana: We should like at this time to request permission of the Board to intervene in the petition filed by the producers, and, with authority or permission from the Board, to file a written motion of intervention at a little later time.

"Trial Examiner Nicoson: That is allowed."

I also ask the Board to take judicial notice of the fact that at page 24 of the same transcript on the same day, March 7, 1945, Mr. Michael Luddy, attorney for the I.A.T.S.E., and Local 44 thereof, states as follows:

"Mr. Nicoson, Local 44 at this time moves for permission to intervene in Cases Nos. 21-R-2622 to 21-R-2630, inclusive, and will, during the course of the day, certainly by tomorrow morning, file a short formal petition if its motion is at this time granted. The basis of its motion being its claims to jurisdiction over the employees who are described as model builders [1541] in the first amended petitions have been amended this morning as against Local 1421 only.

"Trial Examiner Nicoson: Is that the only category you have an interest in, the model builders?

"Mr. Luddy: I would like to make a similar mo-

tion to include set decorators. I think it can all be made in one motion by making it model builders and set decorators. May my motion be amended accordingly?

“Trial Examiner Nicoson: The motion to intervene is granted. All motions to intervene are granted which have been heretofore made.”

That thereafter Mr. Luddy filed the following petition for intervention:

“United States of America, Before the National Labor Relations Board, Twenty-First Region

“Case No. 21-RE-20

“COLUMBIA PICTURES CORPORATION;
LOEW’S INCORPORATED; PARAMOUNT
PICTURES INC.; RKO RADIO PICTURES,
INC.; REPUBLIC PRODUCTIONS, INC.;
SAMUEL GOLDWYN, INC., LTD.; TWEN-
TIETH CENTURY-FOX FILM CORPORA-
TION; UNIVERSAL PICTURES COM-
PANY, INC.; and WARNER BROS. PIC-
TURES, INC.

“and

“SCREEN SET DESIGNERS, ILLUSTRATORS
& DECORATORS, LOCAL 1421, AFL.

“and

“INTERNATIONAL ALLIANCE OF THEAT-
RICAL STAGE EMPLOYEES AND MOV-
ING PICTURE MACHINE OPERATORS

OF THE UNITED STATES AND CANADA,
LOCAL 44, AFL.

“PETITION FOR INTERVENTION

“State of California,

“County of Los Angeles—ss.

“Michael G. Luddy, being first duly sworn, does, on oath, depose and say:

“That he is a member of the firm of Bodkin, Breslin & Luddy; that said firm of Bodkin, Breslin & Luddy, together with Sidney Sampson, are attorneys for Local 44 of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada (IATSE), a voluntary association, being an International labor organization affiliated with the American Federation of Labor with headquarters in the City of New York, State of New York; that for and on behalf of said Local 44, affiant respectfully petitions the National Labor Relations Board for permission to intervene in the above-entitled proceedings.

“That for and on behalf of said proposed Intervenor, affiant respectfully represents:

“(a) That jurisdiction, pursuant to grant thereof by the American Federation of Labor over Set [1543] Dressers, sometimes known as Interior Decorators, and the work and services performed by them is vested in the proposed Intervenor, and that Screen Set Designers, Illustrators and Decorators, Local 1421, of the Brotherhood of Painters,

Decorators and Paperhangers of America, affiliated with the American Federation of Labor, does not have jurisdiction of said Set Dressers, sometimes called Interior Decorators, either through grant of jurisdiction from the American Federation of Labor, or otherwise.

“(b) That the persons employed as set forth in the petition by employer for investigation, etc., as Set Dressers, sometimes called Interior Decorators, are not of themselves an appropriate bargaining unit; that the said IATSE is by reason of jurisdiction, past history and previous rulings of this Board, the proper bargaining agent of said Set Dressers, sometimes called Interior Decorators; that said Local 44, pursuant to its jurisdiction and chart, has jurisdiction over said Set Dressers, sometimes called Interior Decorators.

“Wherefore, Petitioner respectfully prays an Order of this Board authorizing said Local 44 to intervene herein.

“[Seal] A. B. LUDDY,

“Subscribed and sworn to before me this 7th day of March, 1945.

“[Seal] A. B. LUDDY,

“Notary Public in and for Los Angeles County, California.” [1544]

That the hearing before Trial Examiner Maurice Nicoson proceeded on March 7, 8, 9, 10, 12, 13, 14, 15, 16 and 17, 1945.

I will also ask the Board to take judicial notice of the fact that in a proceeding filed under the provisions of the War Labor Disputes Act, numbered S-1539, and bearing the local number 21-WLD-54——

Trial Examiner Riemer: Will you repeat those, Mr. Mitchell?

Mr. Mitchell: S-1539 and 21-WLD-54—under the title Loew's, Inc., et al., Screen Set Designers, Illustrators and Decorators, Local 1421, affiliated with the Brotherhood of Painters, Decorators and Paperhangers of America, filed a petition for an election—well, a request for a strike vote, as Mr. Rissman suggests, on December 6, 1944.

Trial Examiner Riemer: December 6, 1944?

Mr. Mitchell: December 6, 1944. Well, whatever document was filed is not available here in this office but I ask the Board to take judicial notice of it. I understand it is in Washington. That pursuant to such document as was filed and in accordance with the provision of the War Labor Disputes Act, the Board, the National Labor Relations Board, conducted a vote among the following voters who were designated as eligible voters in the notice of secret ballot issued by the board, such voters being employees of each of [1545] respondents' studios, and in addition thereto, Paramount and Universal:

“All set decorators, set controllers, set estimators, set designers, sketch artists, model builders, and costume illustrators who were employed by Co-

lumbia Pictures Corporation”—and in each instance the appropriate notice specified the name of the appropriate company—“during the payroll period ending December 16, 1944, excluding all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees or effectively recommend such action.”

That said notice of secret ballot specified as the time and place:

“Between the hours of 9:45 and 10:45 a.m.,
January 6, 1945,”

at an appropriate place in each studio.

That said notice contained a copy of the official ballot to be presented to eligible voters and that said ballot contained the following:

“Major issues involved in the dispute: The objection of the screen set designers, illustrators and decorators, Local 1421, to the failure of Columbia Pictures Corporation”—and in each other case the appropriate producer was named—“to recognize it as [1546] exclusive bargaining agent for its set decorators.”

I ask the Board further——

Trial Examiner Riemer: One thing that you have not stated—well, if the Board takes judicial notice of the strike ballot, I suppose the date doesn't matter.

Mr. Rissman: The date of the vote.

Mr. Mitchell: I ask the Board further to take judicial notice that the election was conducted on

the date specified, January 6, 1945, and that with respect to each of respondents and the two other producers involved in the election, a majority of the employees in the unit or a majority of the eligible voters voted in favor of the proposition, namely:

“Do you wish to permit an interruption of war production in war time as a result of this dispute?”

Those are the matters of which I ask the Board to take judicial notice. I think the record is clear here that on March 12, 1945, Local 1421 struck respondent producers and other producers.

Respondents rest. [1547]

* * *

Trial Examiner Riemer: Gentlemen, I think there has been enough discussion. The importance of the issue has been sharply focused and let's go ahead.

What about this question of charges, Mr. Rissman? You were going to check your files to determine whether Stanley, Howe and Coffey had been named in charges heretofore filed.

Mr. Rissman: If the Examiner please, my investigation at the Regional office on this question discloses the following, and if necessary I can get persons in to testify with respect to it, and that is this: That on January 4, 1946, Mr. Margolis brought in certain amended charges in these various cases. That one of them that was brought in was entitled “Third Amended Charge” in Case 21-C-2564. That one names as individual employees against whom

Warner Bros. engaged in 8(3) conduct, in addition to those named in the Third Amended Charge in that case which is attached to the complaint which is on file; Fred Seward, B. Kenneth Coffey and Willis Howe, as charging parties. The person—the young lady who is in charge of filling in the filing dates on these documents has no recollection of this document being rejected and is unable to explain why there [1559] was no filing date placed on it. I spoke with Mr. Komaroff, the field examiner, who was investigating these cases at that time. He has no knowledge as to why no filing date was put on this third amended charge, but he does tell me that he investigated with respect to Seward, Coffey and Howe, and I won't go into all of his investigations, but he does tell me that he did confer with Mr. Mitchell as the attorney for various respondents and particularly with respect to all of the Warner employees named in this document which was signed by Mr. Margolis before a notary on January 4, 1946.

Now, whether or not that was actually filed and received for filing beyond that does not make too much difference because we do have this defect in the pleadings which are in evidence. The document which is attached to the third amended charge—I mean to the consolidated complaint and the amended consolidated complaint in this case does not name Seward, Coffey and Howe.

Trial Examiner Riemer: Does it name Stanley?

Mr. Rissman: And it does not name Stanley,

either. Now, I don't know how Stanley's name was omitted.

Mr. Mitchell: Stanley is not named in any charge handed to the office or filed or otherwise or at all.

Mr. Rissman: That is right. Stanley's name was omitted. And investigation was conducted with respect to [1560] Stanley. He filed affidavits and everything else but through somebody's typographical omission his name was not included in the charge.

Mr. Mitchell: I will not agree that it was somebody's typographical omission. You don't mean to state that as a fact, do you?

Mr. Rissman: No, that is a conclusion. I don't know. I didn't do the typing.

With respect to Seward, Coffey and Howe, the file does indicate that they were treated as charging employees, and the complaint which was issued was based upon the substantive facts stated in this third amended charge, which is dated January 4, 1946.

You will note, Mr. Examiner, that all of the charges were amended on July 19, 1946, and that the principal amendment there was adding the name of the Association of Motion Picture Producers, Inc., to the charge so they could properly have them as parties to this proceeding.

The third amended charge which is attached to the complaint is different from the——

Trial Examiner Riemer: Excuse me for interrupting, Mr. Rissman.

What it boils down to is this, that the respondent has never been served with a copy of a charge nam-

ing Seward, Coffey, Howe and Stanley as discriminatees or employees whose rights have been violated. [1561]

Mr. Rissman: I would state it this way, Mr. Examiner:

The respondent was advised during the course of the investigation that charges were on file and were being investigated with respect to Seward, Coffey and Howe. I am not sure about Stanley, so I won't say. But, I am sure about those employees. The respondent was served with a complaint which named them, and the respondent was——

Trial Examiner Riemer: I said, "charge," didn't I?

Mr. Rissman: Respondent was advised——

Mr. Mitchell: Respondent was never served with a charge naming those people. There is no question about that, is there, Mr. Rissman?

Mr. Rissman: No, and there is no question, Mr. Mitchell, that respondent was advised about the charge, is there?

Trial Examiner Riemer: Gentlemen, this is a difficulty that comes up frequently in Board proceedings and practices, and it bespeaks irregularity and perhaps inefficiency on the part of the Regional office. I do not want to pass on that.

The question is whether it is a defect, a material defect and a fatal defect.

Mr. Rissman: I don't believe it is, Mr. Examiner.

Trial Examiner Riemer: That is the only issue.

The Board passed upon this and similar cases, and the Supreme Court has passed upon it in the National Liquors case. [1562]

Now, if there is a motion before me on which I have to rule, I will pass upon it.

Mr. Mitchell: I move that the complaint be dismissed as to Stanley, upon the ground that no charge whatsoever with respect to Stanley was either filed or handed to the Regional office, or otherwise, or at all. I move that the complaint be dismissed as to Seward, Howe and Coffey upon the ground that no charge was ever filed by the Regional office of the National Labor Relations Board, that no such charge was ever served upon respondents or any of them, and that in this proceeding respondents, before putting on any testimony with respect to other persons, reserved the right to make this motion without prejudice to them by reason of the putting on of testimony in order to facilitate the progress of the hearing.

Trial Examiner Riemer: All right, gentlemen.

Mr. Rissman: May I ask Mr. Mitchell one question?

Mr. Mitchell, to avoid the necessity of calling Mr. Komaroff with respect to it, do you concede that he did discuss with you, in the investigation of this case, the charges with respect to Seward, Coffey and Howe?

Mr. Mitchell: I do not remember that he discussed charges.

Mr. Rissman: If you want to go off the record, I can tell you—— [1563]

Mr. Mitchell: No, I will state it.

I remember talking with Komaroff, and I remember talking with him about Seward, Coffey and Howe. I never saw any charge filed by any of those persons, I was never shown one, and I don't know whether he was talking to me about charges that had been filed or about complaints that had been made, but he talked with me about the fact of those three men claiming that Warner Bros. had discriminated against them.

Trial Examiner Riemer: Gentlemen, I am prepared to rule. I do not want to hear any further argument.

The respondent's motion to dismiss the complaint with respect to John Stanley on the ground that respondent was not served with any charge naming the said Stanley is denied.

Respondent's motion to dismiss the complaint with respect to B. Kenneth Coffey, Willis Howe and Fred Seward, for the same reasons, that it was never served with any charge naming those individuals, is denied.

An exception to the respondent. [1564]

* * *

EDWIN T. HILL

a witness called by and on behalf of the Intervenor I.A.T.S.E., being first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Luddy:

* * *

Q. Mr. Hill, I show you what appears to be a photostatic document and ask you what it is?

A. This is a true copy of the charter of Local 44.

(Thereupon the document above referred to was marked I.A.T.S.E.'s Exhibit No. 9 for identification.) [1574]

* * *

Trial Examiner Riemer: It may be admitted in evidence and marked as I.A.T.S.E. Exhibit No. 9.

(The document heretofore marked I.A.T.S.E.'s Exhibit No. 9 for identification was received in evidence.) [1575]

* * *

BOARD'S EXHIBIT NO. 5

[Title of District Court & Causes.]

Amended Consolidated Complaint

It having been charged by Joseph Cuccia and Irwin P. Hentschel that Columbia Pictures Corporation and Association of Motion Picture Producers, Inc.; by Robert Ames that Republic Productions, Inc. and Association of Motion Picture Producers, Inc.; by J. Harold Rogers, L. G. Batchelder, Paul DeSanctis, Carl H. Gidlund, G. M. Hand, Chas. Jensen, Leo Lamb, R. M. Lora, H. C. MacDonald, Don MacKellar, W. J. Simpson, George Stoica, Robert Bonning, W. G. White, Jesse L. Sapp, J. C. Goudie, Chas. J. Larson, Fred Seward, B. Kenneth Coffey and Willis Howe, that Warner Bros. Pictures, Inc. and Association of Motion Picture Producers, Inc.; by Robert L. Selgrath and George I. Groth that Loew's, Incorporated and Association of Motion Picture Producers, Inc.; by Eugene V. H. Mailes that Twentieth Century-Fox Film Corporation and Association of Motion Picture Producers, Inc.; by Forrest McLoney that R. K. O. Radio Pictures, Inc. and Association of Motion Picture Producers, Inc.; have engaged in and are engaging in certain unfair labor practices affecting commerce as set forth in the National Labor Relations Act, 49 Stat. 449, hereinafter referred to as the Act, the National Labor Relations Board, hereinafter called the Board, having issued its Order of Consolidation,

the Board by the Regional Director of the Twenty-First Region as agent of the Board, designated by the Board's Rules and Regulations Series 3 As Amended, Article IV, Section 1, hereby issues its Amended Consolidated Complaint and alleges the following:

1. Columbia Pictures Corporation,¹ hereinafter called respondent Columbia, a New York corporation having its principal office and place of business in New York City, is engaged in the manufacture of Motion Pictures. It also distributes motion pictures which it produces, though some of its pictures are distributed by foreign distributing companies and licenses. It holds the stock of various foreign distributing companies and of the following subsidiary corporations: Screen Gems, Inc., a California corporation and Columbia Pictures Corp. of Louisiana, Inc., a Louisiana corporation. During 1943 respondent Columbia purchased approximately 106,000,000 feet of film from vendors located in the City of Los Angeles, and expended approximately \$13,600,000 in the production of motion pictures. For the 1942-1943 season respondent Columbia produced 37 feature length motion pictures and made approximately 6,300 prints of these pictures, of which approximately 5,810 were shipped to points outside the State of California. Respondent

¹The motion picture producing companies who are named as respondents in this Consolidated Complaint, are sometimes collectively referred to as "respondent producers" or "respondent companies."

Columbia also produced, for use during the same season, 28 short subjects, and made approximately 2,900 prints of these pictures, of which approximately 2,744 were shipped to points outside the State of California. The prints and pictures hereinabove described were distributed by respondent Columbia through its office in New York City.

* * *

3. Warner Bros. Pictures, Inc., hereinafter called respondent Warner, is a Delaware corporation whose principal office and place of business is located in New York City. Its principal studio is located at Burbank, California, where it employs more than 3,000 employees, not including those employed on a daily basis. It distributes its motion pictures through Vitagraph, Inc., a subsidiary corporation, which maintains exchanges in 31 cities throughout the United States. Respondent Warner usually produces more than 30 feature length pictures each year at its Burbank studio. During its fiscal year ending August 27, 1943, it expended more than \$19,000,000 on the production of motion pictures. Some of the prints of its pictures are printed in California, but others are printed in New York from master negatives shipped from California for the purpose of printing and distribution. The pictures are distributed throughout the United States and foreign countries.

4. Loew's, Incorporated, hereinafter called respondent Loew, a Delaware corporation engaged in the business of producing and distributing motion

pictures, and whose principal office is located in New York City, operates studios located at Culver City, California. During the course of each calendar year, respondent Loew produces more than 30 feature length motion pictures, and a number of cartoons and short subjects. It causes the prints of these pictures to be distributed throughout the United States and various foreign countries. Respondent Loew employs many thousands of employees, both in the State of California and in the State of New York.

* * *

9. During the period from March 12, 1945, to October 31, 1945, employees in the motion picture industry, including employees of each of the respondent companies named herein, were on strike. This strike was called and conducted by Screen Set Designers, Illustrators, & Decorators, Local 1421, a labor organization affiliated with the American Federation of Labor.

10. Respondent Columbia, acting by and through its officers, agents and employees, more specifically but without limitation, Tom Stephens, Dave Vail, Joseph Gaspar and Vern Woodland, on or about March 19, 1945, did discharge Irwin P. Hentschel and on or about April 3, 1945, did discharge Joseph Cuccia and at all times since said dates respondent Columbia has refused and continues to refuse to reinstate said employees and each of them.

Respondent Columbia discharged said Hentschel and Cuccia and refused and continues to refuse to

reinstate them because they, together with other employees, refused to perform the work and take the jobs of striking employees and because said Hentschel and Cuccia engaged in concerted activities with other employees for their mutual aid and protection.

* * *

12. Respondent Warner acting by and through its officers, agents and employees, more specifically but without limitation, Francis C. Fuhrman, on or about March 19, 1945, did discharge J. Harold Rogers, L. G. Batchelder, Paul DeSanctis, Carl H. Gidlund, G. M. Hand, Chas. Jensen, Leo Lamb, R. M. Lora, H. C. MacDonald, Don MacKellar, W. J. Simpson, George Stoica, Robert Bonning, W. G. White, Jesse L. Sapp, Chas. L. Larson and Fred Seward, and each of them, and at all times since said date has refused and does now refuse to reinstate said employees and each of them.

Respondent Warner discharged said employees, and each of them, and refused and does now refuse to reinstate them because they, and each of them, together with other employees refused to perform the work and take the jobs of striking employees and because said employees engaged in concerted activities with other employees for their mutual aid and protection.

Respondent Warner acting by and through its officers, agents and employees, since October 31, 1945, has refused and failed and does now refuse and fail to reinstate to their former positions J. C.

Goudie, B. Kenneth Coffey, Willis Howe and John L. Stanley because said employees, and each of them, refused to pass or cross the picket line during the strike referred to in paragraph 14, above and because said employees engaged in concerted activities with other employees for their mutual aid and protection.

13. Respondent Loew acting by and through its officers, agents and employees, more specifically but without limitation, William R. Walsh, Albert Shutz, Fred Gabarie and Charles Fallon, on or about March 24, 1945, did discharge Robert L. Selgrath and refused and failed to reinstate him to his former position until December 19, 1945 and on or about March 23, 1945, did discharge George I. Groth and at all times since said date has refused and does now refuse to reinstate him to his former position.

Respondent Loew did discharge and refuse to reinstate said Selgrath and Groth and does now refuse to reinstate said Groth, as set forth above, because they, together with other employees, refused to perform the work and take the jobs of striking employees and because said Selgrath and Groth engaged in concerted activities with other employees for their mutual aid and protection.

* * *

16. Respondent Association acting by and through its officers, agents and employees, more specifically but without limitation, F. E. Pelton, on or about October 31, 1945, did advise and instruct

the other respondents named herein not to reinstate or employ employees who had refused to cross the picket lines during the strike referred to in paragraph 9, above and further advised the other respondents to lay off any such persons if they had previously been reinstated or employed.

17. By the acts set forth in paragraphs 10 through 16, both inclusive, as set out above, respondents and each of them, did engage in and are thereby engaging in unfair labor practices within the meaning of Section 8, subsection (3) of the Act.

* * *

20. By the acts set forth in paragraphs 10 through 16, both inclusive, hereof, and each of them, respondents did interfere with, restrain and coerce and are interfering with, restraining and coercing their employees in the exercise of the rights guaranteed to said employees by Section 7 of the Act, and did thereby engage in and are thereby engaging in unfair labor practices within the meaning of Section 8, subsection (1) of the Act.

21. The aforesaid acts of respondents as set forth in paragraphs 10 through 16, both inclusive, above, constitute unfair labor practices affecting commerce within the meaning of Section 8, subsections (1) and (3), and Section 2, subsections (6) and (7) of the Act.

22. The aforesaid acts of respondents as set forth in paragraphs 10 through 16, both inclusive, above, occurring in connection with the operations

of respondents described in paragraphs 1 through 8, both inclusive, above, have a close, intimate and substantial relation to trade, traffic and commerce among the several states and territories of the United States and with foreign countries and have led and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

Wherefore, the National Labor Relations Board on the 3rd day of September, 1946, issued its Amended Consolidated Complaint against Association of Motion Picture Producers, Inc.; Warner Bros. Pictures, Inc.; Loew's Incorporated; RKO Radio Pictures, Inc.; Columbia Pictures Corporation; Republic Productions, Inc.; and Twentieth Century-Fox Film Corporation, respondents herein.

[Seal] /s/ STEWART MEACHAM,
Regional Director, National Labor Relations Board
Twenty-first Region.

Received Sept. 23, 1946.

BOARD'S EXHIBIT No. 7

United States of America Before the National Labor Relations Board, Twenty-First Region

In the Matter of

COLUMBIA PICTURES CORPORATION and
ASSOCIATION OF MOTION PICTURE
PRODUCERS, INC.,

and

JOSEPH CUCCIA,

and

CONSOLIDATED CASES AS NUMBERED.

Consolidated Cases Numbered 21-C-2505, 21-C-2562,
21-C-2563, 21-C-2564, 21-C-2660, 21-C-2662,
21-C-2664 and 21-C-2665

ANSWER OF RESPONDENTS ASSOCIATION
OF MOTION PICTURE PRODUCERS,
INC., COLUMBIA PICTURES CORPORA-
TION, REPUBLIC PRODUCTIONS, INC.,
WARNER BROS. PICTURES, INC.,
LOEW'S INCORPORATED, TWENTIETH
CENTURY-FOX FILM CORPORATION,
RKO RADIO PICTURES, INC.*

1. Admit the allegations of Paragraph 1 of the amended consolidated complaint.

*Respondents other than Association of Motion Picture Producers, Inc., will sometimes be referred to herein as "Respondent Producers."

2. Admit the allegations of Paragraph 2 of said amended consolidated complaint.

3. Admit the allegations of Paragraph 3 of said amended consolidated complaint.

4. Admit the allegations of Paragraph 4 of said amended consolidated complaint.

5. Admit the allegations of Paragraph 5 of said amended consolidated complaint, except deny that various subsidiary corporations of Twentieth Century distribute its motion pictures in the greater part of the United States.

6. Admit the allegations of Paragraph 6 of said amended consolidated complaint.

7. Deny the allegations of Paragraph 7 of said amended consolidated complaint, except admit and allege as follows:

(a) That the Association of Motion Picture Producers, Inc., is now and has been at all times since January 18, 1924, a corporation organized under and existing by virtue of the laws of the State of California, having its principal office and place of business in the City of Los Angeles, County of Los Angeles, State of California, and that said Association is a non-profit corporation organized for the following purposes:

To assist in fostering the common interests of those engaged in the motion picture industry in the United States, and especially in the

State of California, by establishing and maintaining the highest possible moral and artistic standards in motion picture production, by developing the educational as well as the entertainment value and general usefulness of the motion picture, by diffusing accurate and reliable information with reference to the industry, by reforming abuses relative to the industry, by securing freedom from unjust or unlawful exactions, and by other lawful and proper means.

To incur indebtedness in such amounts as may be fixed by the Board of Directors, to enter into contracts, to purchase or otherwise acquire and dispose of real or personal property that may be deemed necessary or convenient in the conduct of its business, and to do all acts and things which may be reasonably necessary, proper or convenient in bringing to full and complete fruition the accomplishment of the purposes hereinbefore specified.

(b) That said Association has permitted certain of its employees to perform services for the members of said Association as individual entities and that said employees have engaged in and are now engaging in the following activities on behalf of the individual members of said Association and pursuant to the direction of said individual members and not pursuant to the directions of said Association:

(1) The ascertainment of facts pertaining

to wages, hours and working conditions in the motion picture industry;

(2) The analysis and dissemination of information so obtained;

(3) The representation of members of said Association as individual entities in their respective labor relations with their employees and in collective bargaining negotiations and adjustment of labor disputes;

(4) The representation of members of said Association as individual entities before the Board, its agents and various other governmental advisory or arbitration commissions or bodies;

(5) In general to advise, instruct and confer with members of said Association as individual entities in matters pertaining to their employer-employee relations.

8. Deny the allegations of Paragraph 8 of said amended consolidated complaint.

9. Deny the allegations of Paragraph 9 of said amended consolidated complaint, except as follows:

(a) Respondents admit and allege that on March 12, 1945, Screen Set Designers, Illustrators & Decorators Local 1421 of the International Brotherhood of Painters, Decorators and Paperhangers of America, affiliated with the American Federation of Labor, called a strike against Respondent Producers and that it conducted said strike during

the period from March 12, 1945, to October 31, 1945; that prior to the calling of said strike both said Local 1421 and Local 44 of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, affiliated with the American Federation of Labor, had made conflicting claims as to the appropriate unit in which set decorators employed by Respondent Producers should be included for purposes of collective bargaining, and that both of said American Federation of Labor unions had claimed the right to represent set decorators employed by Respondent Producers for purposes of collective bargaining; that by reason of said conflicting claims Respondent Producers did, on February 27, 1945, file an Employers' Representation Petition before the National Labor Relations Board and that on March 7, 1945, said Board commenced a hearing pursuant to the provisions of Section 9(a) of the National Labor Relations Act; that in the midst of said hearing, on March 12, 1945, said Local 1421 called a strike against Respondent Producers for the purpose of forcing them into abandoning their neutral position of recognizing neither contesting Union pending the decision of said Board, and of forcing them into recognizing said Local 1421 as the collective bargaining representative of set decorators immediately and without waiting for the decision of said Board; and that said Local 1421 conducted said strike from March 12, 1945, to October 31, 1945.

(b) Respondents admit that some members of said Local 1421 were on strike from March 12, 1945, to October 31, 1945, but are without knowledge as to whether all members of said Local 1421 were on strike during said period.

(c) Respondents are without knowledge as to whether employees other than members of said Local 1421 were on strike, but allege that some of the employees of Respondent Producers failed to report for work during said period of said strike but that most of the employees of Respondent Producers continued at work, and that during the period of said strike Respondent Producers continued the production of motion pictures.

* * *

11. Deny the allegations of Paragraph 11 of said amended consolidated complaint; except admit that on October 31, 1945, Robert W. Ames made application to Respondent Republic for employment and that Respondent Republic refused to employ him on said date, advising him that all calls for employment in the Prop Department were being placed with Local 44 of the IATSE & MPMO and that Respondent Republic would employ him should he be sent by said Local 44.

12. Deny the allegations of Paragraph 12 of said amended consolidated complaint, except admit and allege as follows:

(a) That on or about March 19, 1945, Respondent Warner delivered to J. Harold Rogers, L. G. Batchelder, Paul DeSanctis, Carl H. Gidlund, G. M.

Hand, Chas. Jensen, Leo Lamb, R. M. Lora, H. C. MacDonald, Don MacKellar, W. J. Simpson, George Stoica, Robert Bonning, W. G. White, Jesse L. Sapp, notices that said employees were being placed off payroll by reason of their refusal to do carpenter work as directed by Respondent Warner.

(b) That R. M. Lora, on November 13, 1945, W. G. White on November 8, 1945, and Jesse L. Sapp on November 8, 1945, made application to Respondent Warner for employment; that Respondent Warner refused to employ said persons by reason of the fact that no vacancies existed in their job classifications which they were qualified to fill, and that Respondent Warner continued to refuse to employ said persons for said reason and continues to refuse to employ Jesse L. Sapp by reason of the fact, as Respondent Warner is informed and believes and therefore alleges, that said Sapp is not and has not since June 17, 1946, been a member in good standing of Local 44 of the IATSE & MPMO.

13. Deny the allegations of Paragraph 13 of said amended consolidated complaint, except admit and allege that on or about November 14, 1945, Robert L. Selgrath made application for employment and Respondent Loew's refused to employ said Selgrath by reason of the fact that it had been advised by Local 80 of the IATSE & MPMO, with which it has a closed shop contract covering employees in said Selgrath's job classification, that said Selgrath was not a member in good standing

of said Union, and that upon being advised by said Local 80 on or about December 19, 1945, that said Selgrath had become a member in good standing of said Union, Respondent Loew offered employment to said Selgrath.

14. Deny the allegations of Paragraph 14 of said amended consolidated complaint.

15. Deny the allegations of Paragraph 15 of said amended consolidated complaint.

* * *

18. Deny the allegations of Paragraph 18 of said amended consolidated complaint.

19. Deny the allegations of Paragraph 19 of said amended consolidated complaint.

* * *

23. On or about June 14, 1946, said IATSE & MPMO notified Respondent Republic that Robert W. Ames had been expelled from membership in Local 44 of the IATSE & MPMO. On or about April 17, 1944, Respondent Republic entered into contracts with both IATSE & MPMO and Local 44 of IATSE & MPMO that they would employ in classifications covered by said contracts only workers who were members in good standing of said IATSE & MPMO and said Local 44 thereof. Said contracts are and ever since April 17, 1944, have been in full force and effect. Prior to his refusal to perform services for Respondent Republic, as directed by Respondent Republic, Robert W. Ames was employed in job classifications

covered by the contracts between said Local 44 and said IATSE & MPMO and Respondent Republic. Respondents are informed and believe and therefore allege that the IATSE & MPMO expelled said Robert W. Ames as stated in the notice delivered by the IATSE & MPMO to Respondent Republic.

* * *

25. On or about June 14, 1946, said IATSE & MPMO notified Respondent Twentieth Century that Eugene V. H. Mailes had been expelled from membership in Local 44 of the IATSE & MPMO. On or about April 17, 1944, Respondent Twentieth Century entered into contracts with both IATSE & MPMO and Local 44 of IATSE & MPMO that they would employ in classifications covered by said contracts only workers who were members in good standing of said IATSE & MPMO and said Local 44 thereof. Said contracts are and ever since April 17, 1944, have been in full force and effect. Prior to his refusal to perform services for Respondent Twentieth Century, as directed by Respondent Twentieth Century, Eugene V. H. Mailes was employed in job classifications covered by the contracts between said Local 44 and said IATSE & MPMO and Respondent Twentieth Century. Respondents are informed and believe and therefore allege that the IATSE & MPMO expelled said Eugene V. H. Mailes, as stated in the notice delivered by the IATSE & MPMO to Respondent Twentieth Century.

Wherefore, respondents pray that the amended consolidated complaint herein be dismissed.

O'MELVENY & MYERS, and

/s/ HOMER I. MITCHELL,

Attorneys for Respondents.

State of California,

County of Los Angeles—ss.

James S. Howie, being first duly sworn, deposes and says:

That Association of Motion Pictures Producers, Inc., one of the respondents herein, is a corporation and affiant is an officer thereof, to wit, the secretary, and makes this verification for and on behalf of said corporations.

That affiant has read the foregoing answer and knows the contents thereof, and that the same is true of his own knowledge, except as to the matters which are therein stated on information or belief, and as to such matters that he believes it to be true.

/s/ JAMES S. HOWIE.

Subscribed and sworn to before me this 13th day of September, 1946.

[Seal] /s/ YZOBLE ROGERS,

Notary Public in and for said
County and State.

My Commission Expires March 26, 1949.

Received Sept. 23, 1946.

BOARD'S EXHIBIT NO. 7A

United States of America Before the National
Labor Relations Board Twenty-First Region

In the Matter of

COLUMBIA PICTURES CORPORATION and
ASSOCIATION OF MOTION PICTURE
PRODUCERS, INC.,

and

JOSEPH CUCCIA,

and

CONSOLIDATED CASES AS NUMBERED.

Consolidated Cases Numbered 21-C-2505, 21-C-2562,
21-C-2563, 21-C-2564, 21-C-2660, 21-C-2662,
21-C-2664, and 21-C-2665.

AMENDMENT TO ANSWER

Respondents, Association of Motion Picture Producers, Inc., Columbia Pictures Corporation, Republic Productions, Inc., Warner Bros. Pictures, Inc., Loew's Incorporated, Twentieth Century-Fox Film Corporation, RKO Radio Pictures, Inc. hereby amend the Answer on file in the above entitled and numbered proceeding by adding thereto the following paragraph:

26. On or about June 14, 1946, said IATSE & MPMO notified respondent Warner that George J. Stoica, Raymond M. Lora, Carl H. Gidlund, Jesse L. Sapp, and Leo L. Lamb had been expelled from

membership in Local 44 of the IATSE & MPMO. On or about the same date, said IATSE & MPMO notified respondent Warner that said L. G. Batchelder and G. M. Hand had been suspended from Local 44 of the IATSE & MPMO and from the IATSE & MPMO for a period of six months, commencing June 17, 1946. On or about April 17, 1944, respondent Warner entered into contracts with both IATSE & MPMO and Local 44 of IATSE & MPMO that they would employ in classifications covered by said contracts only workers who were members in good standing of said IATSE & MPMO and said Local 44 thereof. Said contracts are and ever since April 17, 1944 have been in full force and effect. Prior to their refusal to perform services for Respondent Warner as directed by Respondent Warner, the above named persons were employed in job classifications covered by the contracts between said Local 44 and said IATSE & MPMO and Respondent Warner. Respondents are informed and believe and therefore allege that the IATSE & MPMO expelled and suspended the above named persons, as stated in the notices delivered by the IATSE & MPMO to Respondent Warner.

O'MELVENY & MYERS, and

/s/ HOMER I. MITCHELL,

Attorneys for Respondents.

Received Sept. 24, 1946.

BOARD'S EXHIBIT NO. 8

Decision by Executive Council Committee of the
American Federation of Labor on Hollywood
Jurisdictional Controversy

Chicago, Illinois
December 26, 1945

In conformity with the Executive Council directive handed down during the Cincinnati meeting, October 15-24, 1945, the special committee arrived in Hollywood, California, early in December. The directive carried specific instructions, reading:

“International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada—Brotherhood of Painters, Decorators and Paperhangers of America—United Brotherhood of Carpenters and Joiners of America, et cetera.

“Hollywood Studio Union Strike and Jurisdiction controversy.

1. The Council directs that the Hollywood strike be terminated immediately.

2. That all employees return to work immediately.

3. That for a period of thirty days the International Unions affected make every attempt to settle the jurisdictional questions involved in the dispute.

4. That after the expiration of thirty days a committee of three members of the Executive Council of the American Federation of Labor shall investigate and determine within thirty days all jurisdictional questions still involved.

5. That all parties concerned, the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, the United Brotherhood of Carpenters and Joiners of America, the International Association of Machinists, the United Association of Plumbers and Steam Fitters of the United States and Canada, the Brotherhood of Painters, Decorators and Paperhangers of America, the International Brotherhood of Electrical Workers of America, and the Building Service Employees' International Union, accept as final and binding such decisions and determinations as the Executive Council committee of three may finally render."

All parties agreed to accept the decision of the committee and to be bound thereby. Through committee arrangements made prior to arrival, all organizations involved in the dispute participated in the initial meeting held Monday, December 3, 1945. A definite method of procedure was agreed upon and there was unanimity of opinion on the plan established.

Exhaustive hearings were conducted by the committee and a complete transcript, together with

various exhibits, were included in the record. Representatives of the Unions involved adhered to the following schedule:

Tuesday morning, December 4, 1945—Brotherhood of Painters, Decorators and Paperhangers of America.

Tuesday afternoon, December 4, 1945—International Brotherhood of Electrical Workers of America.

Wednesday morning, December 5, 1945—United Association of Plumbers and Steam Fitters of the United States and Canada.

Wednesday afternoon, December 5, 1945—Building Service Employes' International Union.

Thursday morning, December 6, 1945—International Association of Machinists.

Thursday afternoon, December 6, 1945—United Brotherhood of Carpenters and Joiners of America.

Friday, December 7 and Saturday afternoon, December 8, 1945—International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada.

On Saturday morning, December 8, the committee, along with one representative of each International Union listed in the Executive Council directive, visited the Paramount Studios in Hollywood. The committee investigated and inspected all phases of the work jurisdiction in dispute, through questioning the participants and reviewing completed work and items in the process of development.

The investigation revealed that a large portion

of the work has been in dispute over a long period of years. Records supplied from the files of the American Federation of Labor, including numerous agreements previously entered into, were made the subject of committee examination and study.

A number of International Unions not included in the Executive Council's directive requested permission to set forth their jurisdictional claims in the Motion Picture Industry. All such requests were denied and only those Unions listed in the original directive were included in the committee explorations and findings.

An analysis disclosed that three possible methods of solution could be utilized, i.e.,

(a) Strict adherence to craft or vertical lines of demarcation in the motion picture studios.

(b) Establishment of an industrial or horizontal union throughout the industry.

(c) A division of work designations within the industry patterned after previous agreements, negotiated mutually by the various crafts.

After careful and thorough study the committee unanimously agreed that the latter plan is unquestionably the best method of approach. It is the committee's considered opinion that such procedure affords the only plausible solution to a most difficult and complex problem.

Accordingly, this decision is based on that

premise and the below listed conclusions are final and binding on all parties concerned:

Findings

1. Brotherhood of Painters, Decorators and Paperhangers of America:

The committee finds that Set Decorators in the motion picture studios come within the jurisdiction of the Brotherhood of Painters, Decorators and Paperhangers of America.

All work in connection with window frosting on "props" belongs to the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada. Window frosting other than on "props" belongs to the Brotherhood of Painters, Decorators and Paperhangers of America.

The committee found that a local union known as the Screen Office Employees' Guild was chartered by the Brotherhood of Painters, Decorators and Paperhangers of America. Acting in an advisory capacity, the committee is of the opinion that all office workers in the motion picture studios rightfully come within the jurisdiction of the Office Employees International Union. It is to be understood that the committee is not deciding this question.

This decision is applicable to the Motion Picture Industry and none other, and is not to be construed as interfering with or disrupting any jurisdiction otherwise granted the Brotherhood of Painters, Decorators and Paperhangers of America by the American Federation of Labor.

2. International Brotherhood of Electrical Workers of America.

The committee finds that a workable agreement between the International Brotherhood of Electrical Workers of America and the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada was entered into on September 1, 1926, and amended on April 15, 1936. The agreement, including amendments, reads:

“Division of work by the International Brotherhood of Electrical Workers of America:

Section 1. All permanent installation work.

Sec. 2. All generator rooms.

Sec. 3. All portable generator sets.

Sec. 4. The laying of conduit (the same is designated as iron pipe of various sizes and lengths and is not to be confused with, or misunderstood to apply to flexible stage cable.)

Sec. 5. Installation and maintenance of all motors or generators where same are under the supervision of the electrical department of said studios.

Sec. 6. All repair work in and around the studio and all shop work, the same to apply to the manufacturing of new equipment and repairing of all electrical equipment. (April 15, 1936, Amendment) In the taking and recording of sound motion pictures, the operating of all generators and storage batteries. The installation, construction, maintenance, repair, all shop work and all work other than

operating, striking and setting of all sound equipment and effects used in taking and recording of sound motion pictures on stages and locations.

“Division of work by the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada;

Section 1. In the taking of motion pictures, the operating of all lights or lamps, and all lighting effects, and the setting up and striking same on stages or locations.

Sec. 2. The handling and operating of all equipment pertaining to the lighting of sets, such as plugging boxes, spiders, plugs, flexible stage cable, all lamps and all electrical effects pertaining to the taking of moving pictures such as wind, rain, snow, storm and all other effects, except where wind machine is operated electrically.

Sec. 3. The operating of all switchboards, whether they are permanent or portable; this is not to apply to generator rooms or portable generator sets, which shall be operated by members of the International Brotherhood of Electrical Workers of America.

Sec. 4. The operation of all moving picture machines. (April 15, 1936, Amendment) In the taking and recording of sound motion pictures, the operating of all sound equipment and all sound effects, and the setting up and striking of same on stages and locations.”

The committee rules that in the taking and recording of sound motion pictures, the International

Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada has jurisdiction over all running repairs. With that exception, the above quoted agreement, as amended, is and shall remain in full force and effect.

This decision is applicable to the Motion Picture Industry and none other, and is not to be construed as interfering with or disrupting any jurisdiction otherwise granted the International Brotherhood of Electrical Workers of America by the American Federation of Labor.

3. United Association of Plumbers and Steam Fitters of the United States and Canada;

The committee found that the representatives of the United Association of Plumbers and Steam Fitters of the United States and Canada, and the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada were currently negotiating an agreement and that differences of opinion were allegedly not of a major nature. Accordingly, the following is set forth as defining the work jurisdiction of both Unions in the Motion Picture Industry:

1. Full recognition of the United Association of Plumbers and Steam Fitters of the United States and Canada over all plumbing and pipe fitting work on all permanent and temporary facilities required by the Motion Picture Industry.

2. The United Association shall:

(a) Handle, set and hook up all plumbing equipment and all piping, or substitute conveyance, on or in connection with the sets when such fixtures are practical—that is, when a shower is used in a picture and water flows from same. This also applies to sinks, tubs and commonly known plumbing equipment.

(aa) The preceding paragraph (a) shall not apply when plumbing fixtures are of a dummy nature and are used solely for set dressing, or when a fixture is to be gagged or used as a special effect.

(b) Install all runs of piping up to the sets to take care of the supply of water, steam, draining, air, oil, gas, refrigerant, vacuum or other utility.

(c) Fill and drain all large tanks and pools and install all heating and filtering apparatus and equipment in connection therewith.

(d) Install all piping in connection with ice skating rinks and all plumbing equipment in connection therewith.

(e) Install all piping for air, water and waste for camera and projection machines.

(f) Install all piping for speaking tubes and sound conveyance.

(g) Install all piping and equipment for air conditioning work for the purpose of heating or cooling the stages.

(h) Install all sheet lead work.

(i) Perform all welding, brazing, soldering and fusing of all joints in connection with the work of the United Association of Plumbers and Steam Fitters of the United States and Canada.

(j) Install all sprinkler piping and equipment used in fire protection and fire control apparatus.

(k) Install all refrigeration piping and equipment except when coming within the scope of paragraph (aa) hereof.

(l) Install all chemical toilets and other portable plumbing convenience.

(m) Maintain, repair, alter, service, dismantle and strike all work included herein.

3. The International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada shall:

(a) Handle and set all plumbing fixtures which are not practical, and which are used solely for set dressing.

(b) Build, handle, install, maintain, repair, strike, store and operate all special effects and gag fixtures. This to include rain effects, fire effects, water curtains, et cetera. Gag fixtures to include all fixtures which operate in an abnormal manner for the purpose of creating an effect to be photographed or recorded. However, when such effects require piping by other than special effects men, members of the United

States Association of Plumbers and Steam Fitters of the United States and Canada shall be given jurisdiction over such construction.

(c) Build, handle, install, maintain, repair, store, strike and operate all properties not excepted above, regardless of the manner of construction or the material used.

4. Any plumbing and/or pipe fitting generally recognized as a part of the plumbing trade, not herein excepted, shall be the work of the United Association of Plumbers and Steam Fitters of the United States and Canada.

The committee rules that the above work division is to be placed in full force and effect immediately. This decision is applicable to the Motion Picture Industry and none other, and is not to be construed as interfering with or disrupting any jurisdiction otherwise granted the United Association of Plumbers and Steam Fitters of the United States and Canada by the American Federation of Labor.

4. Building Service Employees' International Union:

The committee rules that the Building Service Employees' International Union has jurisdiction over the following classes of work in the Motion Picture Industry.

- (a) Police captains.
- (b) Police lieutenants.
- (c) Policemen.
- (d) Tour or clockmen.

- (e) Lot or set watchmen.
- (f) Fire captains.
- (g) Firemen.
- (h) Janitor foremen.
- (i) Janitor gang bosses.
- (j) Janitors (male or female including porters and matrons).
- (k) Window washers.
- (l) Signalmen.
- (m) Flagmen.
- (n) Whistlemen.

Provided that the jurisdiction over sweeping and cleaning up of stages and sets belongs to the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada.

This decision is applicable to the Motion Picture Industry and none other, and is not to be construed as interfering with or disrupting any jurisdiction otherwise granted the Building Service Employees' International Union by the American Federation of Labor.

5. International Association of Machinists:

The committee rules that the following language found in the American Federation of Labor, Boston, Massachusetts, Convention proceedings, October 6-17, 1930 (pp. 353-354), is applicable to the International Association of Machinists:

"1. It is understood by both parties that members of the I. A. of T. S. E. are recognized to have

jurisdiction to have charge of, to adjust, and operate all projectors and all appliance connected therewith.

"2. It is understood by both parties that members of the I. A. of M. are recognized as having jurisdiction over the processes in the manufacturing of motion picture machines.

"2a. It is agreed that members of the I. A. of T. S. E. shall have jurisdiction over the setting up and taking down of motion picture machines in such places as they are used for exhibition purposes.

"3. It is agreed by both parties that when temporary emergency running repairs are necessary the operator will make such repairs that are necessary to keep machine in operation."

The committee rules that the above work division be placed in full force and effect immediately. This decision is applicable to the Motion Picture Industry and none other, and is not to be construed as interfering with or disrupting any jurisdiction otherwise granted the International Association of Machinists by the American Federation of Labor.

The committee takes cognizance of the fact that the International Association of Machinists has discontinued its affiliation with the American Federation of Labor and expresses the hope that reaffiliation will soon take place.

6. United Brotherhood of Carpenters and Joiners of America:

The committee rules that the division of work agreement entered into between the United Brotherhood of Carpenters and Joiners of America and

the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada on February 5, 1925, and known as the "1926 Agreement" be placed in full force and effect immediately.

Division of work by the United Brotherhood of Carpenters and Joiners of America:

Section 1. All trim and mill work on sets and stages.

Sec. 2. All mill work and carpenter work in connection with studios.

Sec. 3. All work in carpenter shops.

Sec. 4. All permanent construction.

Sec. 5. All construction work on exterior sets.

Division of work by the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada:

Sec. 6. Miniature sets.

Sec. 7. Property building.

Sec. 8. Erection of sets on stages except as provided in Section 1.

Sec. 9. Wrecking all sets, exterior and interior.

Sec. 10. Erecting platforms for lamp operators and camera men on stages.

This decision is applicable to the Motion Picture Industry and none other, and is not to be construed as interfering with or disrupting any jurisdiction otherwise granted the United Brotherhood of Carpenters and Joiners of America by the American Federation of Labor.

7. International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada:

The committee rules that the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada has jurisdiction over all work specifically designated and defined in the foregoing work divisions. It is understood, however, that such designation or definition shall in no wise affect jurisdictional grants awarded any National or International Union affiliated with the American Federation of Labor other than those to whom this decision is specifically made applicable.

This decision is applicable to the Motion Picture Industry and none other, and is not to be construed as interfering with or disrupting any jurisdiction otherwise granted the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada by the American Federation of Labor.

Signed:

FELIX H. KNIGHT,
Chairman.

W. C. BIRTHRIGHT,

W. C. DOHERTY,

Executive Council Committee of the American Federation of Labor.

Received Sept. 30, 1946.

BOARD'S EXHIBIT No. 9

(Copy)

Resedo, Calif.

Nov. 14, 1945

Loew's Incorporated

Mr. W. Walsh Labor Relation

Dear Sir:

I last worked in your Studio on the 23rd of March, 1945, where I did work as a Key Grip for 12 yrs.

I now request reinstatement to my job without discrimination. I would appreciate an immediate reply advising me when I should report for work or the reasons for the demise of my request.

Yours truly

JOHN L. SELGRATH,

Box 711, Resedo, Calif.

Received Oct. 1, 1946.

BOARD'S EXHIBIT No. 10

(Copy)

November 26, 1945

Mr. John L. Selgrath

Box 711,

Resedo, California

Dear Sir:

I have your letter of November 14, in which you request reinstatement to your position.

Please be advised that we operate the Grip Department by virtue of a closed-shop agreement with Local No. 80, I.A.T.S.E., and employ only members in good standing with that organization. At present your organization has advised us you are not in good standing with it. In the event your union advises us that you are in good standing, we will consider you for employment.

Very truly yours,

WILLIAM R. WALSH,

WRW:d Industrial Relations Manager.

Received Oct. 10, 1946.

BOARD'S EXHIBIT No. 12

(Copy)

Additional Instructions #2

Issued Oct. 31, 1945, 4:30 p.m.

Members of I.A.T.S.E. who bolted from their locals and/or refused to come to work during the strike, shall not return to their regular I.A. jobs without approval of the I.A. local concerned. If you have called any of these people by mistake, explain the error to the individual and lay off such people.

I.A. replacements who were borrowed from any of the original 12 I.A. locals shall not return to work in their respective Locals without making advance arrangements with the Business Agents.

/s/ F. E. PELTON.

Received Oct. 3, 1946.

RESPONDENTS' EXHIBIT No. 1

Producer-I.A.T.S.E. and M.P.M.O.

Basic Agreement of 1944

This Agreement, executed at New York City, New York, this 17th day of April, 1944, effective as of January 1, 1944, by and between severally,

Columbia Pictures Corporation

Loews Incorporated

Paramount Pictures Inc.

Republic Productions, Inc.

R.K.O. Radio Pictures, Inc.

Twentieth Century-Fox Film Corporation

Universal Pictures Company

Warner Bros. Pictures, Inc.

parties of the first part, hereinafter referred to, individually as a "Producer," and collectively as the "Producers," and the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, party of the second part, hereinafter referred to as the "International Alliance."

Witnesseth:

Whereas, the Producers, and each of them, are engaged in making, taking, producing and distributing of motion and still pictures throughout the United States and Canada, and elsewhere, and severally are desirous of entering into an agreement with respect to the matters and things hereinafter in this agreement set forth; and

Whereas, the International Alliance is an international labor union organized for the mutual benefit of its members, and is affiliated with the American Federation of Labor, and has heretofore chartered and established eleven local labor unions whose members are employed in the West Coast Studios of the Producers, and is desirous of entering into an agreement with respect to the matters and things hereinafter in this agreement set forth, so that the same may inure to the benefit of the members of the International Alliance; and

Whereas, said West Coast Studio Locals of the International Alliance are named as follows:

Affiliated Property Craftsmen.....	Local No. 44
Motion Picture Studio Grips.....	Local No. 80
Motion Picture Studio Projection- ists	Local No. 165
International Photographers of the Motion Picture Industries.....	Local No. 659
Film Technicians of the Motion Pic- ture Industry	Local No. 683
International Sound Technicians of the Motion Picture, Broadcast and Amusement Industry	Local No. 695
Motion Picture Costumers.....	Local No. 705
Make-Up Artists and Hair Stylists..	Local No. 706
Motion Picture Studio Laborers and Utility Workers	Local No. 727

Studio Electrical Technicians.....Local No. 728

Motion Picture Studio First Aid Em-

ployeesLocal No. 767

and which Local Unions are hereinafter collectively referred to as the West Coast Studio Locals, and

Whereas, the International Alliance represents that the majority of the employees of the Producers, and each of them, in the crafts and classifications of work described in Paragraphs III and IV hereof (all of said crafts and classification of work constituting an indivisible and integral bargaining unit), are members of the International Alliance and of one or more of its said West Coast Studio Locals:

Now, Therefore, in consideration of the mutual covenants, conditions and agreements herein contained, the parties covenant and agree as follows:

I. Term of Agreement

The term of this agreement shall be from January 1, 1944, until August 10, 1949, provided, however, that either party may, by written notice given on or before July 15, 1945, and on or before July 15, 1947, request renegotiation of the "Wage Scales, Hours of Employment and Working Conditions" of the West Coast Studio Locals. Such notice shall specify the changes desired in the "Wage Scales, Hours of Employment and Working Conditions." Preliminary negotiations shall commence promptly after September 1st of such

years and final negotiations shall commence promptly after the third Monday in October of said years for "Wage Scales, Hours of Employment and Working Conditions" which shall be effective as of January 1, 1946, and January 1, 1948, respectively. The negotiators representing each party on such final negotiations, shall have power to execute the agreement reached as the result of such negotiations.

II. Shop Agreement

The Producers severally promise and agree that each and all of their respective employees now or hereafter working in the studios of the Producers in the crafts and classifications of work described in Paragraphs III and IV hereof shall at all times be members in good standing of the International Alliance.

The Producers severally promise and agree during the term of this agreement to employ within the crafts and classifications of work herein described only those workers who are members in good standing of the International Alliance.

The International Alliance promises and agrees to furnish competent men to perform the work and render the services required by the Producers under the provisions of this agreement, and the agreements referred to in Paragraph IV hereof at such rates and under such conditions as are therein provided for and in accordance with the provisions of said agreements.

III. Scope of Agreement

The crafts and classifications of work subject to this agreement are the crafts and classifications described in the agreements referred to in Paragraph IV of this agreement, and such other crafts and classifications of work in which the Producers shall hereafter recognize the International Alliance as the collective bargaining agent of the employees, or in which the International Alliance shall be designated by the National Labor Relations Board as the collective bargaining agent of the employees.

IV. Wage Scales—Hours of Employment — Working Conditions

The wage scales, hours of employment and working conditions applicable to employees in the crafts and classifications of work subject to this agreement shall be those contained in agreements between the Producers on the one hand, and the International Alliance and the respective Locals on the other hand, entered into concurrently herewith or which may hereafter be entered into pursuant to Paragraph I hereof, with respect to such wage scales, hours of employment and working conditions in the crafts and classifications of work described in those agreements.

V. Bargaining Agency

It is hereby agreed between and among the parties hereto that all of the crafts and classifications of

work set forth in the agreements referred to in Paragraphs III and IV hereof constitute during the term of this agreement, an indivisible and integral bargaining unit of which the International Alliance shall, during the term of this agreement, act as and be the collective bargaining agency.

VI. Insignia of International Alliance

The insignia of the International Alliance shall appear on the product of the Producers as it has customarily appeared in the past.

VII. Notices

Any notice required herein shall be deemed sufficient notice as to a Producer, if sent to such Producer at the address indicated opposite its signature, and as to the International Alliance at the address indicated opposite its signature. Any party may change its address at any time by giving written notice of such change to the other parties. All notices required herein shall be deemed sufficient if sent by telegram or registered mail.

VIII. Short Title

This agreement shall be referred to as the Producer-I.A.T.S.E. and M.P.M.O. Basic Agreement of 1944, and shall, as of the date of the execution hereof by all the parties hereto, supersede and replace the Producer-I.A.T.S.E. and M.P.M.O. Basic Agreement of 1939.

INTERNATIONAL ALLIANCE OF THEATRICAL
STAGE EMPLOYEES AND MOVING
PICTURE MACHINE OPERATORS OF
THE UNITED STATES AND CANADA,

By RICHARD F. WALSH,

630 Fifth Avenue,
New York, New York.

TWENTIETH CENTURY-
FOX FILM CORPORATION,

By W. C. MICHEL,

10201 W. Pico Blvd.,
Los Angeles, Calif.

LOEW'S INCORPORATED,

By N. M. SCHENCK,

Culver City, Calif.

COLUMBIA PICTURES
CORPORATION,

By JACK COHN, V.P.,

1438 N. Gower Street,
Los Angeles, Calif.

PARAMOUNT PICTURES
INC.,

By BARNEY BALABAN,

5451 Marathon,
Los Angeles, Calif.

REPUBLIC PRODUCTIONS,
INC.,

By ALLEN WILSON, V.P.,
4024 Radford Avenue,
North Hollywood, Calif.

R.K.O. RADIO PICTURES,
INC.,

By N. P. RATHVON,
780 Gower Street,
Hollywood, Calif.

UNIVERSAL PICTURES
COMPANY, INC.,

By J. J. O'CONNER, V.P.,
Universal City, Calif.

WARNER BROS. PICTURES,
INC.,

By JOE BERNHARD, V.P.,
Burbank, Calif.

Received Sept. 24, 1946.

RESPONDENT'S EXHIBIT 2

Agreement Between Producers and I.A.T.S.E. &
M.P.M.O. and Local 44 Thereof

This agreement, executed this day of
....., 1944, between,
(hereinafter referred to as the Producer) on the one
hand, and the International Alliance of Theatrical
Stage Employes and Moving Picture Machine Op-
erators of the United States and Canada, and Affili-
ated Property Craftsmen, Local 44, of the Inter-
national Alliance of Theatrical Stage Employes and
Moving Picture Machine Operators of the United
States and Canada (both hereinafter referred to as
the Union), on the other hand, as follows:

1. This agreement is made pursuant to and is
subject to the provisions of the I.A.T.S.E. and
M.P.M.O. Basic Agreement of 1944 excuted concur-
rently herewith.

2. The term of this agreement shall be from Jan-
uary 1, 1944, until December 31, 1948. Either party
may by written notice given on or before July 15,
1945, and on or before July 15, 1947, respectively,
request renegotiation of the "Wage Scales, Hours
of Employment and Working Conditions," attached
hereto and hereinafter referred to as the "Sched-
ule." Such notice shall specify the changes de-
sired in the Schedule. Preliminary negotiations
shall commence promptly after September 1st of
such years and final negotiations shall commence
promptly after the third Monday in October of said

years. The negotiators representing each party on such final negotiations shall have power to execute the agreement reached as the result of such negotiations. The Schedules agreed upon shall be effective as of January 1, 1946, and as of January 1, 1948, as the case may be. The Schedule in effect at the time of the negotiations shall continue during such negotiations, except that in the event such negotiations extend beyond January 1, 1946, and January 1, 1948, as the case may be, the Schedule agreed upon at the conclusion of such negotiations, shall be retroactive to January 1, 1946, and January 1, 1948, respectively.

In addition to the foregoing, if the percentage of wage increases permissible under the "Little Steel Formula" should be increased to 25% or more, on or before December 31, 1944, the Union may reopen the Wage Scale only, by written notice to the Producer on or before January 15, 1945.

3. The attached Schedule, insofar as the same may be legally necessary, shall be submitted for approval to the National War Labor Board, or other governmental agency having jurisdiction in the premises. With respect to those items of the Schedule as require such approval, the parties agree to accept and abide by the determination of the Board or such other governmental agency and such items shall not be enforced until such approval is obtained. If during the term of this agreement any item of the Schedule herein agreed upon or agreed upon pursuant to subsequent renegotiation as herein provided

does not require the approval of the National War Labor Board or other governmental agency, said item shall be enforceable as of the date when such approval is no longer required.

4. The Producer will employ in the crafts and classifications of work described in the Schedule attached hereto only workers who are members in good standing of Local 44, and Local 44 will furnish competent men to perform the work and render the services required by the Producer at such rates and under such such conditions as are herein provided for and in accordance with the provisions of this Agreement.

5. In the event of any dispute between Local 44 or any of its members and the Producer with regard to wages, hours or other conditions of employment or with regard to the interpretation of this agreement, the procedure shall be as follows:

Step One—The Representative of Local Union and the Studio Representative of the Producer shall immediately discuss the matter and the dispute shall be settled if at all possible.

Step Two—In the event of a failure to settle the dispute under Step One, the International Representative of the I.A.T.S.E., and the Hollywood Representative of the Producers who are parties to the I.A.T.S.E. and M.P.M.O. Basic Agreement of 1944 shall immediately discuss the matter and the dispute shall be settled if at all possible.

Step Three—In the event of a failure to settle the dispute under Step Two, the aggrieved party shall deliver to the other party a written statement of the grievance and such grievance shall thereupon be presented to the Producer-I.A.T.S.E. Grievance Committee. Such Committee shall consist of one member designated by the Union and one member designated by the Producers who are parties to the I.A.T.S.E. and M.P.M.O. Basic Agreement of 1944. Such Grievance Committee shall immediately discuss the matter and the dispute shall be settled if at all possible.

Step Four—If such Grievance Committee cannot settle the dispute, an Impartial Chairman shall be selected by the members of the Grievance Committee within five days and such Grievance Committee and the Impartial Chairman shall promptly proceed to hear the matter and settle the dispute. The decision of the Grievance Committee and the Impartial Chairman shall be binding upon the parties hereto and upon the members of the Union. The Grievance Committee and the Impartial Chairman shall have power to interpret and apply the provisions of this agreement, but shall not have power to amend or modify any of its provisions, nor shall they have power to effect a change in any of its provisions. The Grievance Committee and the Impartial Chairman shall not have power to determine jurisdictional disputes between Local 44 and any other Labor organiza-

tion. Fees and expenses of the Impartial Chairman shall be borne equally by the aggrieved Local Union and the Producers.

Any grievance not presented under Step One within thirty days after the occurrence of the subject matter of the grievance shall be deemed to be waived. Time spent on Distant Location shall not be included within this period.

Failure to settle the dispute within ten days after the invocation of Steps One, Two and Three, respectively, entitles either party to proceed to the next step.

6. The crafts and classifications of work described in the Producer-I.A.T.S.E. and M.P.M.O. Basic Agreement of 1944 constitute during the term of this agreement, an indivisible and integral bargaining unit of which the I.A.T.S.E. and M.P.M.O. is the collective bargaining agency and shall continue to be during the term of this agreement.

Studio

By

I.A.T.S.E. & M.P.M.O.

.....

I.A.T.S.E. & M.P.M.O., Local 44,

By

Business Representative.

By

Secretary-Treasurer.

By

President.

Wage Scales, Hours of Employment and Working Conditions

1.

I. Studio Minimum Scale

No.	Classification	Studio Rates		
		Schedule A	Schedule B	Schedule C
		Daily 6 Hours 1½ After 6 Min. Call 6 Hours*	Weekly Guar. 60 Cum. Hrs. 6 Day Week 1½ After 40 Min. Call 8 Hours	Weekly "On Call"
		Per Hour	Per Hour	Per Week
T- 1	Prop. and Min. Foreman.....			118.03
T- 2	Prop. and Min. Gang Boss.....	2.05		
T- 3	Prop. and Min. Journeyman.....	1.80		
T- 4	Ship Rigger	1.80		
T- 5	Special Effects Foreman.....			118.03
T- 6	Special Effects Gang Boss.....	2.05		
T- 7	Special Effects Journeyman.....	1.80		
T- 8	Powder Man Gang Boss.....	2.42		
T- 9	Licensed Powder Man.....	2.10		
T-10	Upholsterer and/or Draper Foreman			111.57
T-11	Upholsterer and/or Draper Gang Boss	1.84		
T-12	Upholster and/or Draper.....	1.61		
T-13	Seamstress Floor Lady	1.15**		
T-14	Seamstress	1.00**		
T-15	Propman Foreman			115.00
T-16	Property Master***	1.71	1.64 (114.80)	
T-17	Asst. Property Master****	1.55	1.49 (104.30)	
T-18	Property Man Gang Boss.....	1.55	1.49 (104.30)	
T-19	Property Man***** (includes Checkers, Hand Propmen, Electrical Propmen, Furni- ture Handlers and Flower Men)	1.51	1.45 (101.50)	
T-20	Greensman Gang Boss.....	1.55	1.49 (104.30)	
T-21	Greensman	1.51	1.45 (101.50)	

- * Minimum call for second shift for "On" Production will be 4 hours instead of 6 hours.
- ** Minimum call for T-13 and T-14 will be 6½ hours instead of 6 hours, 1½ after 6½ hours, ½ hour meal break allowed during minimum call.
- *** Regular Schedule B Property Masters (T-16) will be carried between pictures under this schedule and rate.
- **** Head Flower Man may be employed at T-17 rates and schedules.
- ***** Property Man assigned to Scoring Stage may be employed at T-19 rates and schedules. Special effects on scoring stage carry the T-7 rate.
- T-18 and T-20 are interchangeable job classifications.
- T-19 and T-21 are interchangeable job classifications.

2. Classification and Wage Schedule—Each employee shall be notified at the time of his employment under which classification and wage schedule he is employed. He shall also be notified before any change of classification or wage schedule is effective and such exchange shall not be retroactive.

68.

Seniority

A. The following shall be the basis of establishing Seniority Groups:

(a) All members who were card members prior to September 27, 1942, and all replacements and additions made in accordance with paragraph (c), shall constitute the Senior Group.

(b) All members who become card members after said date shall constitute the Junior Group.

(c) From time to time, but at intervals not to exceed two years, the Union shall make replacements and additions to the Senior Group from the Junior Group in order to maintain an adequate number of competent men in the Senior Group.

B. The Producer shall have freedom of selection within the Senior Group for hiring, filling vacancies and making promotions, and shall not be required to lay off Senior members on any fixed basis.

C. Junior members in any job classification shall be laid off in all cases before any Senior members in such job classification are laid off. Upon request from the Union, a Junior member shall be replaced by a Senior member within a job classification, but

no Junior member need be laid off until he has completed his current assignment.

“Current Assignment” shall be deemed to mean—For Daily employee—the current shift or to complete a rehearsed assignment.

D. The Junior members may be subdivided into groups based on Seniority, but within each such subdivision no individual seniority shall be observed.

Received Sept. 24, 1946.

RESPONDENTS' EXHIBIT No. 3

Affiliated Property Craftsmen—Local Forty-Four
of the International Alliance of Theatrical Stage
Employes and Moving Picture Machine Oper-
tors of the United States and Canada

6472 Santa Monica Boulevard,
Hollywood 38, California.

(Letter)

Mr. Edwin T. Hill, Secretary, Local No. 44,
6472 Santa Monica Boulevard,
Hollywood 38, California.

Dear Sir and Brother:

Many rumors concerning the establishment of picket lines at the Hollywood Studios have reached this office. So that there will be no misunderstanding as to our members honoring these picket lines, this is to notify your local union that before any members of our local unions refuse to go through these picket lines or refuse to render service, you are instructed to contact this office in order to ascertain

if these picket lines are considered legitimate by us.

It must be understood by your local and the membership thereof that the product being produced in these studios bears the label of the I.A.T.S.E. and it is the duty of the General Office to protect that label for the best interests of the entire membership of the Alliance.

With best wishes, I am,

Fraternally yours,

[Seal] /s/ RICHARD F. WALSH,
International President.

(Telegram) March 12, 1945

B. C. "Cappy" DuVal,
Business Representative, Local No. 44,
6472 Santa Monica Boulevard,
Hollywood, Calif.

I have been informed that picket lines have been established around the Hollywood Motion Picture Studios. You are hereby advised that these picket lines are in direct opposition to the best interests of the general membership of the I.A.T.S.E. Therefore instruct your members that they must not in any manner whatsoever violate the Constitution and By-Laws of the International Alliance by refusing to pass through these picket lines or to refuse to render service because of them.

/s/ RICHARD F. WALSH,
International President.

Dear Member:

The above are copies of a letter and a telegram received from our International President, Richard F. Walsh.

EDWIN T. HILL,
Secretary-Treasurer.

Received Sept. 24, 1946.

RESPONDENTS' EXHIBIT No. 4

Badge No.....

Warner Bros. Pictures, Inc.

Off Payroll Notice

Name—Jesse L. Sapp No. 79825
Date—3-19-45 Hour Finished...X...Rate 1.95
Occupation—Prop Maker, Gang Boss
Department—Technical
Remarks—Refused to Do Carpenter Work

All company property has been checked in and payment to employee is hereby authorized.
Storekeeper..... Approved—F. C. Fuhrmann

Received Sept. 24, 1946.

RESPONDENTS' EXHIBIT No. 8

Agreement Between Producers and I.A.T.S.E. and
M.P.M.O. and Local Thereof.

This agreement, executed this day of
....., 1944, between
(hereinafter referred to as the Producer), on the
one hand, and the International Alliance of Theatrical
Stage Employes and Moving Picture Machine
Operators of the United States and Canada, and
..... Local,
of the International Alliance of Theatrical Stage
Employes and Moving Picture Machine Operators
of the United States and Canada (both hereinafter
referred to as the Union), on the other hand, as
follows:

1. This agreement is made pursuant to and is
subject to the provisions of the I.A.T.S.E. and
M.P.M.O. Basic Agreement of 1944, executed con-
currently herewith.

2. The term of this agreement shall be from
January 1, 1944, until December 31, 1948. Either
party may by written notice given on or before July
15, 1945, and on or before July 15, 1947, respec-
tively, request renegotiation of the "Wage Scales,
Hours of Employment and Working Conditions,"
attached hereto and hereinafter referred to as the
"Schedule." Such notice shall specify the changes
desired in the Schedule. Preliminary negotiations
shall commence promptly after September 1st of
such years and final negotiations shall commence

promptly after the third Monday in October of said years. The negotiators representing each party on such final negotiations shall have power to execute the agreement reached as the result of such negotiations. The Schedules agreed upon shall be effective as of January 1, 1946, and as of January 1, 1948, as the case may be. The Schedule in effect at the time of the negotiations shall continue during such negotiations, except that in the event such negotiations extend beyond January 1, 1946, and January 1, 1948, as the case may be, the Schedule agreed upon at the conclusion of such negotiations, shall be retroactive to January 1, 1946, and January 1, 1948, respectively.

In addition to the foregoing, if the percentage of wage increases permissible under the "Little Steel Formula" should be increased to 25% or more, on or before December 31, 1944, the Union may reopen the Wage Scale only, by written notice to the Producer on or before January 15, 1945.

* * *

4. The Producer will employ in the crafts and classifications of work described in the Schedule attached hereto only workers who are members in good standing of Local, and Local will furnish competent men to perform the work and render the services required by the Producer at such rates and under such conditions as are herein provided for and in accordance with the provisions of this Agreement.

* * *

Received Sept. 10, 1946.

RESPONDENTS' EXHIBIT NO. 9

April 14, 1944.

Wage Scales, Hours of Employment and Working Conditions

1. I. Studio Minimum Wage Scale

"V" I.A.T.S.E. Laborers Studio Local No. 727		Studio Rates	
		Schedule A	Schedule C
No.	Classification	Daily 6 hours 1½ after 6 Min. call 6 hours	Weekly "On Call"
		Per Hour	Per Week
V-1	Labor Foreman		69.30
V-2	Labor Gang Boss	1.31	
V-3	Laborer*	1.05	

* Any laborer regularly assigned as tool room keeper shall receive a bonus of 15%.

* * *

Received Oct. 7, 1946.

RESPONDENTS' EXHIBIT NO. 10

April 14, 1944.

Wage Scales, Hours of Employment and Working Conditions

1. I. Studio Minimum Wage Scale

		Studio Rates		
		Schedule A	Schedule B	Schedule C
"R" I.A.T.S.E. Lamp Operators Local No. 728	Daily	Weekly Guar.		
	6 Hours	60 Cum. Hrs.		
	1½ After 6 Min. Call 6 Hours*	6 Day Week 1½ After 40 Min. Call 8 Hours		
		Weekly		
		"On Call"		
No.	Classification	Per Hour	Per Hour	Per Week
R-1	General Foreman.....			118.03
R-2	Chief Set Electrician..	2.18	2.14**	
R-3	Chief Rigging Electrician	1.80	1.72	
R-4	Special Operator*** and/or Gang Boss..	1.80		
R-5	Ass't Chief Set Electrician	1.71	1.64	
R-6	Lamp Operator	1.53		

* Minimum call for second shift "on production" will be 4 hours instead of 6 hours.

** Regular Schedule B Chief Set Electricians (R-2) will be carried between pictures under this schedule and rate.

*** Special Operator's Rate will be paid for: 1. Wind Machine. 2. Dimmer Effects. 3. Lightning. 4. Fixtures. 5. Neon. 6. Effect Spot Follow Shots. 7. Gaffing Still Set-ups off shooting set.

* * *

Received Oct. 7, 1946.

RESPONDENTS' EXHIBIT NO. 11

April 14, 1944.

Wage Scales, Hours of Employment and Working Conditions

1. I. Studio Minimum Wage Scale

		Studio Rates		
		Schedule A	Schedule B	Schedule C
"Q"	I.A.T.S.E. Grips	Daily	Weekly Guar.	
	Local No. 80	6 Hours	60 Cum. Hrs.	
		1½ After 6	6 Day Week	Weekly
		Min. Call	1½ After 40	"On Call"
		6 Hours*	Min. Call	
			8 Hours	
No.	Classification	Per Hour	Per Hour	Per Week
Q-1	Head Grip Foreman**			140.00
Q-2	Grip Foreman			118.03
Q-3	Grip Rigger Gang Boss and/or Bombazine Gang Boss	2.05		
Q-4	Grip Rigger, Back Stage Rigger, Bombazine man, and/or Head Crane operator	1.80		
Q-5	Grip Gang Boss and/or Scene Deck Boss....	1.86		
Q-6	Grip and/or Sewing Machine Oper.	1.63		
Q-7	1st Co. Grip	2.05	1.97 (137.90)***	
Q-8	2nd Co. Grip	1.71	1.64 (114.80)	

* Minimum call for second shift "on production" will be 4 hours instead of 6 hours.

** The Head Grip Foreman shall be in charge of the Grip Department, and he shall be under the supervision of the Construction Superintendent, or other studio designated representative.

*** Regular Schedule B, 1st Co. Grips (Q-7) will be carried between pictures under this schedule and rate.

Received Oct. 10, 1946.

* * * *

RESPONDENTS' EXHIBIT NO. 13

Prop Makers Called Between October 31, 1945, and September 14, 1946
Called Directly or Returned After Leave of Absence

Name	On	Off	On	Off	On	Off
R. Dobb Sr. (S.L.)		8- 4-45	11-12-45			
J. Faggard (Vet.)		9-10-46	9-30-46			
H. O. Galley (L.A.)	4- 3-46	11-19-45	1- 7-46	8-13-46	9-16-46	
H. N. Mullan (L.A.)		3-23-45	11-12-45			
G. Schnell		3-19-45	9-10-45	10-13-45	11- 3-45	11- 9-45
Harold R. Horner		3-19-45	9-10-45	10-13-45	11- 3-45	1-12-46
Lewis L. Beamer (S.L.)	4-26-46	8-13-46				
R. Eggenweiler (S.L.)	4- 6-45	10-13-45	1- 2-46	6-28-46		
Clyde G. Pollard (L.A.)	4-12-45	9- 8-45	9-29-45	11-30-45	12-12-45	12-29-45
	4- 3-46					
Carl G. Davis (Vac.)	9- 8-45	11-16-45	11-28-45			
Donald Hampton (Vet.)	11- 5-45					
J. A. Larson (Vet.)	11- 7-45					
Herman Townsley (Vac.)	3-30-45	11- 3-45	11-13-45			
Frank Brendel (Vet.)	11- 6-45					
James A. Moreland (Vet.)	1-17-46					
Fred Reese (S.L.)		11-24-45	1- 8-46			
Arthur S. Rhoades (Vet.)	4- 1-46					
John S. Baker (S.L.)		12-21-45	1- 2-46			
L. C. Beamer (S.L.)		11- 2-45	2- 4-46			
Herbert E. Cheek (Vet.)		3-31-44	1-21-46	7- 8-46	8-20-46	
Curt J. Hager (Vac.)	7- 2-45	12-23-45	1- 2-46			
John A. Stafford (Vac.)		12-22-45	1- 3-46			

Received Oct. 9, 1946.

RESPONDENTS' EXHIBIT NO. 14

Prop Makers Called Between October 31, 1945, and September 14, 1946
Called Through Local 44

Name	Off	On	Off	On	Off	On
B. G. Alsdorf	3- 8-45	11-12-45	6-17-46			On
James L. Bannister		4-23-46	7-18-46			
Clyde C. Bowman		4-26-45	7-18-46			
Vincent C. Bruno		3-18-46	7-20-46	8- 2-46	8-13-46	
Oran N. Bush		4-26-45	7-12-46			
Richard M. Burr		3-18-46	7-18-46			
Merle E. Browne		5- 4-45	12-29-45	3-27-45	7-17-45	
Ferrel A. Coe		6- 6-46	7-18-46			
John J. Conklin		3-25-45	7-17-46			
Allan Chapnick		6- 6-46	8-13-46			
Lytleton Dryden		6- 4-46	6- 8-46			
Michael De Genner		4- 3-46	5-31-46	7-10-46	8-13-46	
John Edwards		3-25-46	7-17-46			
Charles Fetterhoff		4-26-45	7-18-46			
James Gegan		4-25-46	4-25-46			
O. B. Godwin		9-19-45	12-29-45	3-27-46	8-13-46	
Daniel W. Hays		4- 3-46	7-17-46			
Edwin LeRoy		5- 9-46	8-13-46			
Valmore C. Little		4-24-46	7-18-46			
Byron McMurray		10-11-45	12-29-45	4-26-46	7-17-46	9- 5-46
Herman Marks		9-19-45	12-29-45	4-23-46	7-18-46	
Kenneth L. Meehan		2-20-46	8-13-46			
Anthon Nielsen	12-23-44	6- 6-46	8-13-46			

Name	Off	On	Off	On	Off	On
Stanley Olexiewicz	10-29-44	6- 6-46	8-13-46			
John F. Overbeck	2-21-45	4- 3-46	4-11-46			
Cyrus F. Peavler		4-24-46	7-17-46			
Pete Petersen		4-24-46	8-13-46			
James M. Pollard		6- 1-46	7-17-46			
Harold Rogers	3-19-45	2-12-46	2-14-46			
Robert Reynolds		5- 6-46	7-17-46			
Robert Sanfern		6- 6-46	7-18-46			
Albert K. Schultz		4-26-46	5- 8-46			
Anthony Seiler		4-24-46	8-12-46			
John Sharwatz	4-26-46	7-18-46				
Earl Sherman		6- 6-46	8-13-46			
George Spangler		3-19-46	8-13-46			
Isaac V. Steenberger	10-21-44	3-27-46	2- 6-46			
Ira R. Stringer		4-10-45	11- 3-45	11-15-45	12-29-45	
R. L. Sturm	11-18-44	2-12-46	4-23-46			
Hubert J. Tomlinson	12-29-45	3-26-46	3-30-46			
George J. Turney		9-24-45	10-13-45	10-29-45	12-24-45	9-14-46
J. Van Kesteren	10-31-45	3-18-46	8-13-46			
Paul Wells	12-29-45	4-23-46	8-13-46			
Walter Wells		5-21-46	6-17-46			
William R. Williams		2- 4-46	6- 1-46			
Joseph Zadravetz	3- 2-45	3-29-46	8-13-46			
Paul De Sanetis	3-19-45	11- 7-45				
Robert A. Lee		3-18-46	4-17-46	4-26-46		
Roy Borg		1-21-46	6-29-46	7-15-46		

Name	Off	On	Off	On	Off	On
William B. Goodwin		10-17-45		12-29-45		3- 7-46
Frank Kelley, Jr.		4- 3-46				
Ival E. Kidwell		2-11-46				
Paul B. Lunsford	3-13-44	6-14-46				
Donald MacKellar	3-19-46	8- 5-46				
Angelo J. Martinelli		8-21-45		12-29-45		2-25-46
W. R. Criswell		9- 5-46		9-26-46		
B. J. Colville		9-14-46		9-14-46		
E. W. Gregory		9-14-46				
J. W. Johnson		9- 5-46		10- 1-46—	Transferred to Art Dept.	
E. S. Kowal		9- 9-46				
N. Massion		9-14-46				
G. Schnell		9- 3-46		9-25-46		

Received Oct. 9, 1946.

I.A.T.S.E. EXHIBIT No. 1

(Letterhead)

International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, International Building, 630 Fifth Ave., New York 20, N. Y.

New York 20, N. Y.,

March 19, 1945

To All Members of I.A.T.S.E. Studio Locals:

This is to officially advise you that until the end of the emergency, created by the unauthorized strike of Painters Union, No. 1421, members of I.A.T.S.E. Studio Locals are not to observe any trade jurisdictional lines in the studios.

This letter, however, is not to be considered an authorization for any member to work in the jurisdiction of any Local Union whose members are observing their no-strike pledge, and are fulfilling their contractual obligations in the studios.

Yours fraternally,

[Seal] /s/ RICHARD F. WALSH,
International President.

Received Oct. 9, 1946.

I.A.T.S.E. EXHIBIT No. 9

Charter

International Alliance of Theatrical Stage Employes
and Moving Picture Machine Operators of the
United States and Canada

To Whom It May Convern:

Whereas, A petition has been received from B. C. DuVal, Joseph P. Busch, Philip C. Swartout, A. B. Standard, D. R. Crawford, Paul B. Widlieska, Nick Kaltenstadler, Wm. L. Waite, W. E. Carruthers, Theo. J. Hansard, Mansfield M. Moyer, Don Dinwiddie, F. V. Lindsay, S. M. Baker, James C. Ritchey, Oscar G. Lau, Arthur J. Camp, Wm. Mittlestedt, L. A. Gwynne, S. D. Nicoloff praying that a charter be granted for the formation of a branch of the International Alliance of Theatrical Stage Employes and Moving Picture Operators of the United States and Canada, to be located in the City of Hollywood, County of Los Angeles, State of California.

Know ye, that acting under the authority vested in us by the Constitution and By-Laws of the International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the United States and Canada, we desire and cause this charter to be issued for the institution of a local union to be known as Motion Picture Studio Property-men, Swing Gang Men, Nurserymen, Set Dressers, Prop-makers, Prop-Miniature, Upholsterers, Drapers and Special Effects Men Local No. 44, and bear date and by virtue of this charter to

do and perform such acts as are prescribed in the Constitution and Laws of the International Alliance of Theatrical Stage Employes and Moving Picture Operators of the United States and Canada.

The International Alliance hereby declares its right to suspend or revoke this charter for any neglect or refusal to perform the duties required by its Constitutions and Laws, and should the aforesaid Local Union be dissolved or forfeit this charter, then all property, books, papers and moneys of the International Alliance shall be transferred to the General Office of International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of United States and Canada, and furthermore in consideration of the due performance of the above, the International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the United States and Canada does hereby bind itself to support the aforesaid Local Union in exercise of all its rights and privileges as such.

In Witness Whereof, we have ordered the seal of the International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the United States and Canada to be affixed hereto this fifteenth day of May, A.D. One Thousand Nine Hundred and Thirty Nine.

[Seal]

GEO. E. BROWNE,

International President.

LOUIS KROUSE,

General Secretary-Treasurer.

Received Oct. 10, 1946.

In the United States Court of Appeals
for the Ninth Circuit

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

COLUMBIA PICTURES CORPORATION,
WARNER BROS. PICTURES, INC., and
LOEW'S INCORPORATED,
Respondents.

CERTIFICATE OF THE NATIONAL LABOR
RELATIONS BOARD

The National Labor Relations Board, by its Executive Secretary, duly authorized by Section 203.87, Rules and Regulations of the National Labor Relations Board, Series 5, as amended (redesignated Section 102.87, 14 F. R. 78), hereby certifies that the documents annexed hereto constitute a full and accurate transcript of the entire record of a consolidated proceeding had before said Board, entitled "In the Matter of Columbia Pictures Corporation and Association of Motion Picture Producers, Inc., and Joseph Cuccia, Case No. 21-C-2505"; "In the Matter of Columbia Pictures Corporation and Association of Motion Picture Producers, Inc., and Irwin P. Hentschel, Case No. 21-C-2562"; "In the Matter of Republic Productions, Inc., and Association of Motion Picture Producers, Inc., and Robert Ames, Case No. 21-C-2563"; "In the Matter of Warner Bros. Pictures, Inc., and Association of Motion Picture Producers, Inc., and L. G. Batchelder, Paul

De Sanctis, Carl H. Gidlund, G. M. Hand, Chas. Jensen, Leo Lamb, R. M. Lora, H. C. MacDonald, Don MacKellar, W. J. Simpson, George Stoica, Robert Bonning, W. G. White, Jesse L. Sapp, J. C. Goudie, Chas. J. Larson, Fred Seward, B. Kenneth Coffey and Willis Howe, Case No. 21-C-2564"; "In the Matter of Warner Bros. Pictures, Inc., and Association of Motion Picture Producers, Inc., and J. Harold Rogers, Case No. 21-C-2660"; "In the Matter of Loew's Incorporated and Association of Motion Picture Producers, Inc., and George I. Groth and Robert L. Selgrath, Case No. 21-C-2662"; "In the Matter of Twentieth Century-Fox Film Corporation and Association of Motion Picture Producers, Inc., and Eugene V. Mailes, Case No. 21-C-2664"; and "In the Matter of RKO Radio Pictures, Inc., and Association of Motion Picture Producers, Inc., and Forrest McLoney, Case No. 21-C-2665"; such transcript including the pleadings and testimony and evidence upon which the order of the Board in said consolidated proceeding was entered, and including also the findings and order of the Board.

Fully enumerated, said documents attached hereto are as follows:

(1) Order designating Mortimer Riemer Trial Examiner for the National Labor Relations Board, dated September 3, 1946.

(2) Stenographic transcript of testimony taken before Trial Examiner Riemer on September 16, 24, 25, and 30, 1946; and on October 1 to 4 and 7 to 10,

1946, inclusive, together with all exhibits introduced in evidence, also all rejected exhibits.

(3) Respondents' telegram, dated October 24, 1946, requesting an extension of time in which to file brief with the Trial Examiner.

(4) Copy of Chief Trial Examiner's telegram, dated October 24, 1946, granting all parties an extension of time in which to file briefs.

(5) Intervenor's telegram, dated November 25, 1946, requesting an extension of time in which to file brief with the Trial Examiner.

(6) Copy of acting Chief Trial Examiner's telegram, dated November 26, 1946, granting all parties an extension of time in which to file briefs.

(7) Copy of Trial Examiner Riemer's Intermediate Report, dated March 20, 1947 (annexed to item 25 hereof); order transferring cases to the Board, dated March 28, 1947, together with affidavit of service and United States Post Office return receipts thereof.

(8) Intervenor's letter, dated April 2, 1947, requesting an extension of time in which to file exceptions and brief and also requesting permission to argue orally before the Board.

(9) Respondents' letter dated April 3, 1947, requesting an extension of time in which to file exceptions and brief and also requesting permission to argue orally before the Board.

(10) Copy of Board's telegram, dated April 8, 1947, granting all parties an extension of time in which to file exceptions and briefs.

(11) Intervenor's letter, dated May 7, 1947, re-

questing further extension of time in which to file brief.

(12) Copies of Board's telegrams, dated May 14, 1947, granting all parties further extension of time in which to file briefs.

(13) Respondents' telegram, dated May 14, 1947, requesting further extension of time in which to file exceptions to the Intermediate Report.

(14) Copies of Board's telegram, dated May 15, 1947, granting all parties further extension of time in which to file exceptions.

(15) Letter, dated May 15, 1947, from counsel for certain complainants, objecting to the extension of time granted by the Board on May 15, 1947.

(16) Copy of Board's letter to the counsel for certain complainants, dated May 20, 1947, sustaining the Board's action in granting an extension of time in which to file briefs and exceptions to July 15, 1947.

(17) Exceptions to the Intermediate Report, dated July 11, 1947, filed on behalf of certain complainants.

(18) Respondents' exceptions to the Intermediate Report, dated July 14, 1947.

(19) Intervenor's exceptions to the Intermediate Report, dated January 8, 1948.

(20) Letter from attorney for certain complainants, dated December 22, 1947, requesting permission to argue orally before the Board.

(21) Additional exceptions to the Intermediate Report by Robert N. Benning and William J. Simp-

son, individual complainants, dated January 8, 1948, and February 26, 1948, respectively.

(22) Copy of notice of hearing for the purpose of oral argument before the Board, dated June 14, 1948, together with affidavit of service and United States Post Office return receipts thereof.

(23) Copy of notice of postponement of oral argument before the Board, dated June 17, 1948, together with affidavit of service and United States Post Office return receipts thereof.

(24) List of appearances at oral argument held before the Board on July 13, 1948.

(25) Copy of Decision and Order issued by the National Labor Relations Board on March 31, 1949, with Intermediate Report annexed, together with affidavit of service and United States Post Office return receipts thereof.

(26) Petition of certain complainants for reconsideration and modification of Decision and Order, or in the alternative for reopening to admit further evidence, dated April 27, 1949.

(27) Copy of affidavit of Ben Margolis in support of complainants' petition for reconsideration, sworn to April 27, 1949.

(28) Respondents' reply to petition for reconsideration, received May 16, 1949.

(29) Intervenor's reply to petition for reconsideration, received May 12, 1949.

(30) Closing memorandum of certain complainants on petition for reconsideration, etc., dated May 17, 1949.

(31) Intervenor's letter, dated May 18, 1949, re-

questing that complainants' closing memorandum on petition for reconsideration be stricken.

(32) Copy of Board's order denying complainants' petition for reconsideration, dated July 1, 1949, together with affidavit of service and United States Post Office return receipts thereof.

In Testimony Whereof, the Executive Secretary of the National Labor Relations Board, being thereunto duly authorized as aforesaid, has hereunto set his hand and affixed the seal of the National Labor Relations Board in the City of Washington, District of Columbia, this 2nd day of June, 1950.

[Seal] /s/ FRANK M. KLEILER,
 Executive Secretary,
 National Labor Relations
 Board.

[Endorsed]. No. 12568. United States Court of Appeals for the Ninth Circuit. National Labor Relations Board, Petitioner, vs. Warner Bros. Pictures, Inc., Columbia Pictures Corporation and Loew's Incorporated, Respondent. Transcript of Record. Petition for Enforcement of Order of the National Labor Relations Board.

Filed June 6, 1950.

 /s/ PAUL P. O'BRIEN,
Clerk of the United States Court of Appeals for the
Ninth Circuit.

In The United States Court of Appeals
for the Ninth Circuit

No. 12568

NATIONAL LABOR RELATIONS BOARD,
Petitioner.

vs.

COLUMBIA PICTURES CORPORATION,
WARNER BROS. PICTURES, INC., and
LOEW'S INCORPORATED,
Respondents.

PETITION FOR ENFORCEMENT OF AN
ORDER OF THE NATIONAL LABOR RE-
LATIONS BOARD.

To the Honorable, the Judges of the United States
Court of Appeals for the Ninth Circuit:

The National Labor Relations Board, pursuant to the National Labor Relations Act, as amended (61 Stat. 136, 29 U. S. C., Supp. III, Secs. 151, et seq.), hereinafter called the Act, respectfully petitions this Court for the enforcement of its order against Respondents, Columbia Pictures Corporation, Los Angeles, California, Warner Bros. Pictures, Inc., Burbank, California, and Loew's Incorporated, Culver City, California, and their respective officers, agents, successors, and assigns. The consolidated proceeding resulting in said order is known upon the records of the Board as "In the Matter of Columbia Pictures Corporation and Association of Motion Picture Producers, Inc. and

Joseph Cuccia, Case No. 21-C-2505;" "In the Matter of Columbia Pictures Corporation and Association of Motion Picture Producers, Inc. and Irwin P. Hentschel, Case No. 21-C-2562;" "In the Matter of Republic Productions, Inc., and Association of Motion Picture Producers, Inc. and Robert Ames, Case No. 21-C-2563;" "In the Matter of Warner Bros. Pictures, Inc. and Association of Motion Picture Producers, Inc. and L. G. Batchelder, Paul De Sanctis, Carl H. Gidlund, G. M. Hand, Chas. Jensen, Leo Lamb, R. M. Lora, H. C. MacDonald, Don MacKellar, W. J. Simpson, George Stoica, Robert Bonning, W. G. White, Jesse L. Sapp, J. C. Goudie, Chas. J. Larson, Fred Seward, B. Kenneth Coffey and Willis Howe, Case No. 21-C-2564;" "In the Matter of Warner Bros. Pictures, Inc. and Association of Motion Picture Producers, Inc. and J. Harold Rogers, Case No. 21-C-2660;" "In the Matter of Loew's Incorporated and Association of Motion Picture Producers, Inc. and George I. Groth and Robert L. Selgrath, Case No. 21-C-2662;" "In the Matter of Twentieth Century-Fox Film Corporation and Association of Motion Picture Producers, Inc. and Eugene V. Mailes, Case No. 21-C-2664;" "In the Matter of RKO Radio Pictures, Inc. and Association of Motion Picture Producers, Inc. and Forrest McLoney, 21-C-2665."

In support of this petition the Board respectfully shows:

(1) Respondents are engaged in business in the State of California, within this judicial circuit

where the unfair labor practices occurred. This Court therefore has jurisdiction of this petition by virtue of Section 10(e) of the National Labor Relations Act, as amended.

(2) Upon all proceedings had in said matter before the Board, as more fully shown by the entire record thereof certified by the Board and filed with this Court herein, to which reference is hereby made, the Board on March 31, 1949, duly stated its findings of fact and conclusions of law, and issued an order directed to the Respondents and their respective officers, agents, successors, and assigns. So much of the aforesaid order as relates to this proceeding provides as follows:

ORDER

Upon the entire record in the case and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that:

A. Respondents Warner Bros. Pictures, Inc., Burbank, California, Columbia Pictures Corporation, Los Angeles, California, and Loew's Incorporated, Culver City, California, and their respective officers, agents, successors, and assigns, shall:

1. Cease and desist from interfering with, restraining, or coercing their employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or pro-

tection, or to refrain from any and all of such activities except to the extent that such right may be affected by agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8(a) (3) of the Act, as guaranteed in Section 7 of the Act, by discharging or refusing to reinstate any of their employees, or in any other manner discriminating in regard to their hire or tenure of employment, or any term or condition of their employment, because of their participation in concerted activities for their mutual aid or protection, or by any like or related conduct.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Respondent Warner Bros. Pictures, Inc., Burbank, California, and its officers, agents, successors, and assigns, shall:

(1) Offer Kenneth B. Coffey, Paul De Sanctis, John G. Goudie, Willis F. Howe, Charles J. Larson, Fred Seward, William J. Simpson, and William G. White immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority and other rights and privileges;

(2) Make whole Lynn George Batchelder, Robert N. Bonning, Kenneth B. Coffey, Paul De Sanctis, Carl H. Gidlund, George M. Hand, Willis F. Howe, Charles Jensen, Leo Leonard Lamb, Raymond M. Lora, Donald MacKellar, J. Harold Rogers, Jesse L. Sapp, Fred Seward, William J. Simpson,

Paul L. Stanley, George Stoica, Jr., and William G. White for any loss of pay they may have suffered by reason of Respondent Warner's discrimination against them, in the manner set forth in "The Remedy," herein.

(b) Respondent Columbia Pictures Corporation, Los Angeles, California, and its officers, agents, successors and assigns, shall:

(1) Offer Joseph P. Cuccia immediate and full reinstatement to his former or a substantially equivalent position, without prejudice to his seniority and other rights and privileges;

(2) Make whole Joseph P. Cuccia and Irwin P. Hentschel for any loss of pay they may have suffered by reason of Respondent Columbia's discrimination against them, in the manner set forth in "The Remedy," herein.

(c) Respondent Loew's, Incorporated, Culver City, California, and its officers, agents, successors, and assigns, shall:

(1) Offer John L. Selgrath immediate and full reinstatement to his former or a substantially equivalent position, without prejudice to his seniority and other rights and privileges;

(2) Make whole George I. Groth and John L. Selgrath for any loss of pay they may have suffered by reason of Respondent Loew's discrimination against them, in the manner set forth in "The Remedy," herein.

(d) Post in conspicuous places throughout their

respective studios copies of the notices attached hereto marked Appendices A, B, and C.⁶² Copies of said notices, to be furnished by the Regional Director for the Twenty-first Region, shall, after being signed by representatives of the respective Respondents, be posted by the respective Respondents immediately upon receipt thereof and maintained by them for sixty (60) consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondents to insure that said notices are not altered, defaced, or covered by any other material;

(e) Notify the Regional Director for the Twenty-first Region in writing, within ten (10) days from the date of this Order, what steps each of them has taken to comply herewith.

⁶²Respondent Warner shall sign and post copies of Appendix A, Respondent Columbia shall sign and post copies of Appendix B, and Respondent Loew's shall sign and post copies of Appendix C. In the event that this Order is enforced by decree of a United States Court of Appeals, there shall be inserted in the respective notices, before the words, "A Decision and Order," the words "Decree of the United States Court of Appeals Enforcing."

(3) On March 31, 1949, the Board's Decision and Order was served upon Respondents by sending a copy thereof postpaid, bearing Government frank, by registered mail, to Respondents' counsel.

(4) Pursuant to Section 10(e) of the National Labor Relations Act, as amended, the Board is certifying and filing with this Court a transcript of the entire record of the consolidated proceeding before the Board, including the pleadings, testimony and evidence, findings of fact, conclusions of law, and order of the Board.

Wherefore, the Board prays this Honorable Court that it cause notice of the filing of this petition and transcript to be served upon Respondents and that this Court take jurisdiction of the proceeding and of the questions determined therein and make and enter upon the pleadings, testimony and evidence, and the proceedings set forth in the transcript and upon the order made thereupon as set forth in paragraph (2) hereof, a decree enforcing in whole said order of the Board, and requiring Respondents, and their respective officers, agents, successors, and assigns, to comply therewith.

Dated at Washington, D. C., this 2nd day of June, 1950.

NATIONAL LABOR RELATIONS BOARD,

By /s/ A. NORMAN SOMERS,
Assistant General Counsel.

Appendix A

Notice to All Employees Pursuant to
A Decision and Order

of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

We will not interfere with, restrain, or coerce our employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in con-

certed activities for the purposes of collective bargaining or other mutual aid or protection, or to refrain from any and all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8 (a) (3) of the Act, as guaranteed by Section 7 thereof, by discharging or refusing to reinstate any of our employees, or in any other manner discriminating in regard to their hire or tenure of employment, or any term or condition of their employment, because of their participation in concerted activities for their mutual aid or protection, or by any like or related conduct.

We will offer to the employees named below, immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to any seniority or other rights and privileges previously enjoyed.

Kenneth B. Coffey
Paul De Sanctis
John G. Goudie
Willis F. Howe

Charles J. Larson
Fred Seward
William J. Simpson
William G. White

We will make the following employees whole for any loss of pay suffered as a result of the discrimination against them, in accordance with the Order of the National Labor Relations Board.

Lynn George Batchelder	Donald MacKellar
Robert N. Bonning	Jesse L. Sapp
Paul De Sanctis	J. Harold Rogers
Kenneth B. Coffey	Carl H. Gidlund
Raymond M. Lora	George M. Hand

Willis F. Howe
 Charles Jensen
 Leo Leonard Lamb
 Fred Seward

William J. Simpson
 Paul L. Stanley
 George Stoica, Jr.
 William G. White

WARNER BROS. PICTURES,
 INC.

(Employer)

Dated.....

By

(Representative) (Title)

This notice must remain posted for 60 days from the date thereof, and must not be altered, defaced, or covered by any other material.

Appendix B

Notice to All Employees Pursuant to
 A Decision and Order

of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

We will not interfere with, restrain, or coerce our employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8 (a)

(3) of the Act, as guaranteed by Section 7 thereof, by discharging or refusing to reinstate any of our employees, or in any other manner discriminating in regard to their hire or tenure of employment, or any term or condition of their employment, because of their participation in concerted activities for their mutual aid or protection, or by any like or related conduct.

We will offer to the employee named below, immediate and full reinstatement to his former or a substantially equivalent position, without prejudice to any seniority or other rights and privileges previously enjoyed.

Joseph P. Cuccia

We will make the following employees whole for any loss of pay suffered as a result of the discrimination against them, in accordance with the Order of the National Labor Relations Board.

Joseph P. Cuccia

Irwin P. Hentschel

COLUMBIA PICTURES CORPORATION,
(Employer).

Dated.....

.. By
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

Appendix C

Notice to All Employees Pursuant to
A Decision and Order

of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

We will not interfere with, restrain, or coerce our employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, or to refrain from any and all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8(a) (3) of the Act, as guaranteed by Section 7 thereof, by discharging or refusing to reinstate any of our employees, or in any other manner discriminating in regard to their hire or tenure of employment, or any term or condition of their employment, because of their participation in concerted activities for their mutual aid or protection, or by any like or related conduct.

We will offer to the employee named below, immediate and full reinstatement to his former or a substantially equivalent position, without prejudice to any seniority or other rights and privileges previously enjoyed.

John L. Selgrath

We will make the following employees whole for any loss of pay suffered as a result of the discrimination against them, in accordance with the Order of the National Labor Relations Board.

George I. Groth

John L. Selgrath

LOEW'S INCORPORATED
(Employer)

Dated.....

By

(Representative) (Title)

This notice must remain posted for 60 days from the date thereof, and must not be altered, defaced, or covered by any other material.

[Endorsed]: Filed June 6, 1950.

United States of America—ss.

The President of the United States of America

To: Columbia Pictures Corp., 1438 N. Gower St., Los Angeles, Cal.; Warner Bros. Pictures, Inc. 4000 West Olive Ave., Burbank, Cal.; Loew's Inc., 10202 Washington Blvd., Culver City, Cal.; Ass'n of Motion Picture Producers, Inc., 5504 Hollywood Blvd., Los Angeles, Cal.; and Int. Ass'n of Machinists, Lodge No. 1185, 1627 N. Cahuenga Blvd., Hollywood, Cal.

Greeting:

Pursuant to the provisions of Subdivisions (e) of

Section 160, U. S. C. A. Title 29 (National Labor Relations Board Act, Section 10 (e)), you and each of you are hereby notified that on the 6th day of June, 1950 a petition of the National Labor Relations Board for enforcement of its order entered on March 31, 1950, in a proceeding known upon the records of the said Board as

“In the Matters of Columbia Pictures Corporation, et al., Case Nos. 21-C-2505 and 21-C-2562; Warner Bros. Pictures, Inc., et al., Case Nos. 21-C-2564 and 21-C-2660 and Loew's Incorporated, et al., Case No. 21-C-2662,

and for entry of a decree by the United States Court of Appeals for the Ninth Circuit, was filed in the said United States Court of Appeals for the Ninth Circuit, copy of which said petition is attached hereto.

You are also notified to appear and move upon, answer or plead to said petition within ten days from date of the service hereof, or in default of such action the said Court of Appeals for the Ninth Circuit will enter such decree as it deems just and proper in the premises.

Witness, the Honorable Fred M. Vinson, Chief Justice of the United States, this 6th day of June in the year of our Lord one thousand, nine hundred and fifty.

[Seal] /s/ PAUL P. O'BRIEN,
Clerk of the United States Court of Appeals for
the Ninth Circuit.

[Endorsed]: Filed June 19, 1950.

[Title of Court Appeals and Cause.]

ANSWER TO PETITION FOR ENFORCE-
MENT OF ORDER OF THE NATIONAL
LABOR RELATIONS BOARD.

To the Honorable, the Judges of the United States
Court of Appeals for the Ninth Circuit:

Respondents Columbia Pictures Corporation,
Warner Bros. Pictures, Inc. and Loew's Incorporated,
for answer to the petition for enforcement
of an order of the National Labor Relations Board
in the above entitled proceeding admit and allege
as follows:

1. Admit the allegations of Paragraph 1 of said
petition.

2. Admit the allegations of Paragraph 2 of said
petition, except allege that they are without knowl-
edge sufficient to form a belief as to the truth of the
allegation that the Board has filed with the Court
the entire record of the proceedings before the
Board.

3. Admit the allegations of Paragraph 3 of said
petition.

4. Allege that they are without knowledge suf-
ficient to form a belief as to the truth of the al-
legations of Paragraph 4 of said petition.

5. Allege that the Board's order is based upon
an erroneous construction of the National Labor
Relations Act and is therefore not authorized by the
provisions of said Act.

6. Allege that the Board's order requires reinstatement of and payment of back pay to individuals as employees who have been discharged for cause and is therefore not authorized by the provisions of said Act.

7. Allege that the Board's order requires reinstatement of and payment of back pay to individuals who failed to file charges with the Board and is therefore not authorized by the provisions of said Act.

8. Allege that the Board's order is based upon an erroneous interpretation of Board's Exhibit No. 8, being the agreement between the Executive Council of the American Federation of Labor, the unions involved in the jurisdictional dispute in the motion picture industry which is the subject matter of this proceeding, and the major motion picture companies, including respondents.

9. Allege that the Board erred in ordering the reinstatement of and the payment of back pay to individuals who, under the uncontradicted evidence, were engaged in concerted activities not protected by the Act.

10. Allege that the Board's order is based upon findings of fact which are not supported by substantial evidence on the record considered as a whole.

11. Allege that the Board's order is based upon findings of fact which omit and are contrary to uncontradicted evidence.

12. Allege that the Board erred in failing to order deducted from its awards of back pay the losses in earnings which were wilfully incurred by individuals who failed to make a reasonable effort to find work.

Wherefore, respondents pray that the petition of the National Labor Relations Board in the above entitled proceeding be dismissed.

O'MELVENY & MYERS,

/s/ HOMER I. MITCHELL,

/s/ WILLIAM W. ALSUP,

Attorneys for Respondents.

Dated: June 22, 1950.

[Endorsed]: Filed June 23, 1950.

[Title of Court Appeals and Cause.]

STATEMENT OF POINTS RELIED UPON
BY THE BOARD

To the Honorable, the Judges of the United States
Court of Appeals for the Ninth Circuit:

Comes now the National Labor Relations Board, the petitioner herein, and, in conformity with Rule 19 (6) of the rules of this Court, files this statement of points upon which it intends to rely in the above-entitled proceeding:

1. Substantial evidence supports the Board's findings that respondents by discriminatorily denying reinstatement to certain employees, because of their participation in concerted activities, have engaged in unfair labor practices within the meaning of Section 8 (1) of the Act.

2. The Board's order requiring respondent to reinstate and make whole certain employees and to pay back pay to other employees is valid and proper.

Dated at Washington, D. C., this 2nd day of June, 1950.

/s/ A. NORMAN SOMERS,
Assistant General Counsel,
National Labor Relations
Board.